

22941 Atherton Street, Hayward, CA 94541

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

#### HOUSING COMMISSION AGENDA Regular Meeting: November 13, 2019 Time: 8:00 a.m.

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

The public is welcome at all Housing Commission meetings. If you wish to speak on a matter NOT on the Agenda, please file a Public Comment card with the Commission Clerk. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. Please be brief and limit your comments to the specific subject under discussion. NOTE: Only matters within the Housing Commission's jurisdiction may be addressed. To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers.

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on <u>Thursday, November 7, 2019</u>, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

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

#### 1. CALL TO ORDER / ROLL CALL

#### 2. CLOSED SESSION

#### **CONFERENCE WITH LEGAL COUNSEL – EXISITING LITIGATION**

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

#### 3. CLOSED SESSION

#### **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9: (One Case)

#### 4. CLOSED SESSION

### CONTRACT NEGOTIATIONS WITH SEIU LOCAL 1021 AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Labor Negotiations Pursuant to Government Code § 54957.6 PAGE 5. APPROVAL OF THE MINUTES OF THE OCTOBER 2, 2019 MEETING **ACTION** 6. PUBLIC COMMENT - On matters not on the Agenda 7. **NEW BUSINESS** 7-1. Recruitment Plan for the Executive Director Position **ACTION** 10 Rental Agreement with the City of Union City **ACTION** 15 7-3. **HACA's Special Programs PRESENTATION** 16 7-4. **Budget Status Report INFORMATION** 17 **7-5.** Program Activity Report INFORMATION 19

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#### HOUSING COMMISSION AGENDA

Regular Meeting: November 13, 2019

Time: 8:00 a.m.

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

#### PAGE 2

- 6. COMMITTEE REPORTS
- 7. COMMISSIONER REPORTS
- 8. COMMUNICATIONS
- 9. ADJOURNMENT

# MINUTES October 2, 2019



22941 Atherton Street, Hayward, CA 94541

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

# HOUSING COMMISSION MINUTES SPECIAL MEETING: OCTOBER 2, 2019 HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541

#### **SUMMARY ACTION MINUTES**

#### 1. CALL TO ORDER/ROLL CALL

#### Call to Order

Chairperson Hannon called the meeting to order at 9:02 a.m.

#### **Roll Call**

<u>Present</u>: Cmrs. Ballew, Buckholz, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, Patz, and Shao.

Excused: Cmr. McQuaid and Olson.

#### 2. CLOSED SESSION

## CONTRACT NEGOTIATIONS WITH SEIU LOCAL 1021 AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Labor Negotiations Pursuant to Government Code §54957.6

The Housing Commission entered into a closed session at 9:03 a.m. and returned to open session at 9:31 a.m. Chairperson Hannon reported that no reportable actions were taken in the closed session.

#### 3. APPROVAL OF THE MINUTES OF THE AUGUST 14, 2019 MEETING

<u>Recommendation</u>: Approve the minutes of the August 14, 2019 meeting as presented.

Motion/Second: Lamnin/Gerry.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

#### **4. PUBLIC COMMENT –** *On matters not on the Agenda.*

None.

#### 5. NEW BUSINESS

## 5-1. RESOLUTION NO. 12-19: APPROVING UPDATES TO THE BENEFIT PAYMENT STANDARDS

Christine Gouig, Executive Director, introduced this item. Ms. Gouig explained that HACA's Section 8 Benefit Payment Standards (BPS) are set based on the Fair Market Rents (FMRs) that are issued by HUD each year. She described the surveys that housing authorities in Alameda County and Contra Costa County have conducted together in the past and HUD's response to this survey data with regard to the FMRs.

Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado described staff's analysis of the FMRs, the factors that are considered in the setting of the BPS, explained the results of the analysis and summarized the proposed BPS. Ms. Cado reported that HACA is no longer in shortfall and explained that staff is using HUD's 2-year tool to closely monitor Section 8 funding.

<u>Recommendation</u>: Adopt Resolution No. 12-19 approving updates to the Section 8 Housing Choice Voucher Benefit Payment Standards.

<u>Commission Discussion</u>: Cmr. Ballew asked if it is possible to issue additional vouchers in this current fiscal year and Ms. Cado indicated that HACA can now issue some vouchers. Ms. Gouig described HUD's 2-year tool and some of the factors that are measured by this tool to ensure that HACA is effectively and prudently utilizing its funding. Cmr. Patz commented on the rapidly rising market rate rents in Emeryville. Ms. Cado indicated that many program participants in Emeryville are residing in below-market rate units.

Motion/Second: Patz/Shao.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

# 5-2. ACTION: APPROVE APPOINTMENT TO THE PRESERVING ALAMEDA COUNTY HOUSING, INC. BOARD OF DIRECTORS

Christine Gouig presented the staff report. Ms. Gouig described the purpose for forming Preserving Alameda County Housing (PACH), Inc. and explained how PACH operates. She described the composition of PACH's Board of Directors. Ms. Gouig reported that Cmr. Gacoscos, PACH's 2<sup>nd</sup> Vice President, would like to give other Commissioners the opportunity to serve on the PACH Board and would not be seeking reappointment to the position. After a brief discussion, Cmr. Gerry volunteered to serve on the PACH Board.

<u>Recommendation</u>: Approve the appointment of Commissioner Mark Gerry to the Preserving Alameda County, Inc. Board of Directors.

Motion/Second: Gacoscos/Buckholz.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

## 5-3. INFORMATION: STATUS REPORT ON THE IMPLEMENTATION OF STANDBY DUTY PAY

Christine Gouig introduced this item. Ms. Gouig reported that in September 2018 the Commission approved a side letter agreement to the Memorandum of Understanding (MOU) between HACA and SEIU Local 1021 that allowed for the implementation of standby duty pay. She indicated that the Commission requested that staff report back on this item following implementation. Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann reported that standby duty was implemented in order to provide better service to PACH and HACA tenants who experience maintenance issues after hours. She described how these after hour service calls were handled in the past and how they are being handled currently with Maintenance staff on standby duty. She described the costs that have been associated with standby duty following its implementation and reported that standby duty has been working well to address the after-hour service calls.

<u>Commission Discussion</u>: Cmr. Hannon asked if any of the Maintenance Workers are scheduled to work on Saturdays and Ms. Freckmann indicated none of Maintenance Workers have a Saturday schedule. Cmr. Hannon suggested that staff take a look at a Saturday schedule for the Maintenance team to see if it makes sense to have a Maintenance Worker come in on Saturdays. Cmr. Hannon asked about service calls that are unanswered and Ms. Gouig indicated that this was an issue in the previous system before standby duty was implemented and that unanswered service calls are no longer an issue. Cmr. Gerry commented that service calls on the weekend are more likely since tenants are home.

#### 5-4. INFORMATION: QUARTERLY INVESTMENT PORTFOLIO REPORT

Mansoorali Hudda, Finance Director, presented the staff report. Report received with no questions or comments from the Commission.

#### 5-5. INFORMATION: BUDGET STATUS REPORT

Mansoorali Hudda presented the staff report. Report received with no questions or comments from the Commission.

#### 5-6. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor announced that the Family Self-Sufficiency (FSS) program is holding its 10th annual "It's Your Time to Shine" event on November 14 at the San Leandro Library and invited the Commissioners to attend.

<u>Commission Discussion</u>: Cmr. Buckholz and Mr. Taylor discussed the FSS program graduates. Cmr. Gerry commented that the stories of the FSS program participants are inspirational and that he enjoys attending the Health and Resource Fair every year.

#### 6. COMMITTEE REPORTS

None.

#### 7. COMMISSIONER REPORTS

None.

#### 8. COMMUNICATIONS

Ms. Gouig reported that she and Cmr. Buckholz will be attending the National Association of Housing and Redevelopment Officials (NAHRO) National Conference in San Antonio, Texas scheduled for October 8-11.

Ms. Cado reported on the status of the Foster Youth to Independence Initiative (FYI). She described some of the actions that staff has taken and what is still pending from the county. Cmr. Hannon indicated that the Commission would be willing to intervene if needed. Ms. Gouig indicated that staff would report back at the November meeting on the progress and let the Commission know at that time if assistance is needed.

Ms. Gouig provided the Commission with her 6-month notice that she is planning to retire. She indicated that her last day will be March 30, 2020. She described the recruitment process and the role of the Commission and the Alameda County Board of Supervisors in the appointment of the Housing Authority's Executive Director. Ms. Gouig indicated that staff plans to utilize the services of a recruitment firm and that she will put together a timeline for the Commission with respect to the recruitment process.

Cmr. Hannon, Cmr. Lamnin and Ms. Gouig discussed some scenarios for the Commission and the Personnel Committee in the recruitment process. General direction was for the Personnel Committee to take the lead. Cmr. Patz described how the City of Emeryville handles recruitments of this nature. Cmr. Gacoscos and Cmr. Lamnin also described how their cities handle these types of recruitments.

Cmr. Patz congratulated Ms. Gouig on her retirement. He recommended that the Commission look at the total compensation package for her position and run the numbers.

Ms. Gouig indicated that she will develop some recommendations for a plan and present these to the Commission at its November meeting.

Cmr. Hannon thanked Ms. Gouig for her excellent service, expertise and professionalism.

#### 9. ADJOURNMENT

There being no further business to discuss Chairperson Hannon adjourned the meeting at 10:29 a.m.

Respectfully submitted,	
Melissa Taesali	Christine Gouig
Executive Assistant/Housing Commission Clerk	Executive Director/Housing Commission Secretary
Approved:	
	Michael Hannon
	Housing Commission Chairperson

# **NEW BUSINESS**

November 13, 2019

#### **HOUSING AUTHORITY OF ALAMEDA COUNTY**

#### **AGENDA STATEMENT**

Meeting: November 13, 2019

Subject: Recruitment Plan for the Executive Director position

Exhibits Attached: Recruitment Plan

Recommendation: Approve the Plan and authorize its implementation

Financial Statement: Not to exceed \$26,400 from Consultant budget line item

#### **BACKGROUND**

At your October 9, 2019 meeting, Christine Gouig, the Executive Director, announced her retirement effective March 30, 2020. Your Commission asked that Ms. Gouig prepare a recruitment plan for her successor for consideration at your November meeting. That Plan is attached.

I recommend that you review and make any modifications to the Plan and then approve it. Recruitment activities will begin immediately.

# RECRUITMENT PLAN FOR EXECUTIVE DIRECTOR ALAMEDA COUNTY HOUSING AUTHORITY (HACA)

After almost 14 years, Christine Gouig, HACA's Executive Director, has given HACA's Housing Commission a 6-month notice of her retirement. Her last day will be March 30, 2020.

#### **Recruitment Contract and Cost**

HACA has entered into a contract with William Avery & Associates, Inc. (Avery Associates), a management consulting firm based in Los Gatos, CA, to undertake the recruitment. The professional fee is \$19,400 with up to an additional \$2,000 (10 hours at \$200 per hour) if Avery Associates participates in the Board of Supervisors' interviews with the candidates. A not-to-exceed amount of \$5,000 for expenses such as advertising, travel, background checks, clerical time, printing, etc. is in addition to the professional fee. Although this cost was not contemplated at the time HACA adopted its FY2019-2020 budget, there are sufficient funds in the Consultant line item to cover it.

Avery Associates specializes in executive search and human resources/management consulting. Paul Kimura is the firm principal that focuses on and manages the executive search and recruitment practice of the firm and will be personally involved in all facets of the recruitment for HACA including initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, presentation of the candidates and attendance at the interviews of the selected candidates. Mr. Kimura was the principal that recruited HACA's new Finance Director earlier this year. The Finance Director was successfully on-boarded in August.

#### **Recruitment Process**

Summarized below is the recruitment process Avery Associates has outlined in its proposal:

- Position Profile. Meet with key decision makers to discuss organizational needs and position requirements. Develop a candidate profile and final recruitment strategy for final approval. Candidate profile will be incorporated in the formal position announcement and used as a marketing tool.
- 2. <u>Search Strategy and Advertising</u>. Conduct a comprehensive outreach program supplemented by a focused targeted recruitment approach. This includes:
  - identification of possible in-house candidates,
  - development of a targeted candidate list to be contacted,
  - Internet job postings on employment bulletin boards, especially those focusing on housing and housing authorities,

- research of membership listings of housing authority associations,
- utilization of key executive contacts in the Avery Associates database, and
- an extensive, personalized mailing campaign to individuals identified through the above.
- 3. <u>Candidate Assessment</u>. Avery Associates will conduct several 'tiers' of evaluation as follows:
  - resume screening,
  - if appropriate, extensive phone screening,
  - for those who pass to this stage, a formal interview with Mr. Kimura including a thorough discussion of experience, accomplishments, management philosophy and interpersonal style, and
  - preparation of a Candidate Assessment Report for those who best fit the position, including two initial reference interviews.
- 4. <u>Candidate Presentation</u>. Typically, five to seven candidates are presented. This is done via a Candidate Presentation Book, which includes a candidate summary sheet, resume, the Candidate Assessment Report and the reference reports.
- 5. <u>Selection Process</u>. Avery Associates will assist in the structuring of the interview process, including development of interview questions, and coordinate the scheduling. It will also serve as a liaison to candidates with respect to travel, etc. Avery Associates will sit in on the interviews.
- 6. <u>Recruitment Closure</u>. Assist HACA in the formulation of appropriate compensation and other employment arrangements, including assistance in negotiating an employment contract.

#### **Recruitment Schedule**

Avery Associates estimates a very general schedule as follows:

Initial Meeting(s)	Week 1
Job announcement draft	Week 2
Advertising and marketing in place	Weeks 2-3
Recruitment strategy finalized	Week 3
Approve and print job announcements	Weeks 3-4
Recruitment Period	Weeks 4-8
Candidate screening	Weeks 7-8
Candidate Interviews	Weeks 8-9
Complete reference checks	Week 10
Prepare Candidate Presentation Book	Week 10
Present Candidates	Week 11
Final Interviews	Week 13

This is a fairly aggressive schedule, which assumes no unforeseen delays or difficulties in arranging meeting dates/times. In addition, the recruitment timeline would undoubtedly be affected by the upcoming Thanksgiving and Christmas holiday season. Also, it does not contemplate more than one set of interviews and two sets are required as described below.

Adhering strictly to the above schedule, if one assumes that Week 1 starts November 18, the final interviews would conclude by February 17, 2020. That may be realistic for the Personnel Committee to complete its interviews but it is unlikely that the Board of Supervisors will make its decision by that date (see below for Board role). In addition, the schedule concludes with the interviews. Beyond that, an employment contract must be negotiated and the candidate will have to give notice to their current employer. As the candidate is expected to be at a fairly senior level in their organization, a 3-4 week notice would not be unreasonable.

#### **Housing Commission Role and Board of Supervisors Role**

HACA was created through a resolution adopted by the Alameda County Board of Supervisors in 1968. At that time the Board of Supervisors declared itself to be the Housing Authority Board of Commissioners.

In November 1977, the Board of Supervisors adopted a resolution designating itself as the Housing Authority Governing Body but creating a Housing Commission to which it delegated all powers and duties of a housing authority as set forth in state law (with a few exceptions it retained for itself). A clarifying resolution was adopted in May 1979, which added the two tenant commissioners to the Governing Body and changed the name to Authority Commission.

The 12-member Housing Commission that the Authority Commission created is comprised of one person from each city HACA serves (nominated by that city), one representative of the unincorporated area and two tenants of HACA as required by state law. All Commissioners are appointed by the Board of Supervisors.

The Authority Commission did not delegate to the Housing Commission the authority to appoint the Executive Director. Instead, it provided for the following procedure in its May 1979 resolution:

- The Housing Commission shall screen candidates.
- The Housing Commission shall select the three most qualified candidates and submit their names and qualifications to the governing body. The Commission may indicate its judgment as to the single most qualified candidate.
- The Authority Commission shall appoint the Executive Director.

• The Housing Commission may appoint an acting Executive Director in the event a vacancy in the position occurs, subject to review of the Authority Commission.

Therefore, the recruitment process includes not only the Housing Commission but the Authority Commission as well.

#### **Housing Commission Tasks**

The Housing Commission's Personnel Committee (PC) will take the lead for the Commission.

- Along with HACA staff, the PC will meet with Avery Associates to provide input on the position profile.
- Once Avery Associates identifies potential candidates and prepares the Candidate Presentation Book, the PC and HACA staff will meet with Avery Associates to review the Book and determine which candidates to interview.
- The PC will interview the selected candidates and determine the three most qualified. It may also designate which candidate is the top candidate.
- The PC will forward its decision, along with any written comments, to the Authority Commission and the County Administrative Officer (CAO). It will report on its decision to the Housing Commission in a closed session at the Commission's next meeting.

#### **Authority Commission Tasks**

The Authority Commission, comprised of the Board of Supervisors and the two HACA Tenant Commissioners, will:

- Interview the three candidates selected by the Housing Commission; the CAO may sit in on the interviews.
- If requested by the Authority Commission, Avery Associates will sit in on the interviews and provide assistance to the Authority Commission.
- The Authority Commission (likely through the CAO) will notify HACA of its selection.
- In the event the chosen candidate requests an employment contract, the PC will work with the candidate, Avery Associates and HACA staff<sup>1</sup> to develop such contract.
- The PC will recommend the draft final contract to the Authority Commission for approval (alternatively, the Authority Commission may delegate contract approval to the Housing Commission).

#### Timing

In the event the new Executive Director is not on board by March 30, 2020, the Housing Commission may contract with a temporary replacement.

<sup>&</sup>lt;sup>1</sup> HACA staff would not negotiate employment terms but would provide financial information as to benefits, costs and budgetary items.

#### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### **AGENDA STATEMENT**

Meeting: November 13, 2019

Subject: Management Services Agreement between HACA and the City of Union

City

Exhibits Attached: Attachment A: Management Services Agreement

Recommendation: Authorization to enter into the attached Management Services

Agreement

Financial Statement: \$3,600 in annual revenue

#### **BACKGROUND**

Beginning in 1994, HACA provided property management services to the City of Union City for five single family homes owned by the City and rented to low-income tenants. Over time, the City sold four of the homes, leaving only one. A management services agreement with the City has long-expired and staff and the City wish to enter into a new agreement that outlines the property management terms between both parties.

#### **DISCUSSION AND ANALYSIS**

The terms of the Management Services Agreement include the length of the agreement; HACA's obligation to provide the City with annual reports of receipts, expenses, and charges; HACA's obligation to annually redetermine the family's income; terms for annual rent increases; and HACA's obligation to collect rent and maintain the property. For these services, HACA will charge a monthly management fee of \$300 to be increased by 4% on an annual basis beginning on July 1<sup>st</sup>. This fee does not include maintenance expenses or supplies, which will be billed to the City at cost.

#### RECOMMENDATION

Staff recommends you approve and authorize the Executive Director to enter into the Management Services Agreement with the City of Union City.

#### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### **AGENDA STATEMENT**

Meeting: November 13, 2019

Subject: HACA's Special Programs

Exhibits Attached: Attachment B: Presentation slides

Recommendation: Receive presentation

#### **DISCUSSION AND ANAYLSIS**

Staff has prepared a presentation on the various programs that are managed by our Special Programs Department. In this presentation, your Commission will get an overview of some of these innovative programs, including how these programs work and the participants that they serve.

This is a presentation only; no Commission action is required.

# BUDGET STATUS REPORT

## Housing Authority of Alameda County HOUSING CHOICE VOUCHER

#### Administrative Budget Status Report FYE June 30, 2020 September 2019

FY 2020 - HCV	Budgeted @	Actual @	OVER	PROJECTED	]	SCH.	2019	2020	
OPERATING BUDGET	9/30/2019	9/30/2019	(UNDER)	6/30/2020		NO.	BUDGET	BUDGET	DIFFERENCE
INCOME									
									4 >
Investment Income	10	7	(3)	28		A1	500	42	(459)
Misc. Income	81,880	71,642	(10,238)	286,568		A1	327,518	327,518	0
Grant Income	0	0	0	0					0
Administrative Fee Income		1,824,392	(27,280)	7,299,169		Α	6,946,058	7,406,688	460,630
TOTAL INCOME	1,933,562	1,896,041	(37,521)	7,585,765			7,274,076	7,734,248	460,172
EXPENSES									
Administration	,	(		/ ·			( )	<b>(</b> )	(
Salaries	(998,783)	, , ,	118,573	(3,995,132)			(3,969,090)		(26,042)
Other Admin.	(446,049)	, , ,	22,649	(1,912,525)	1	C-1&2	(1,695,551)		(88,643)
Total	(1,444,832)	(1,303,610)	141,222	(5,907,658)			(5,664,641)	(5,779,327)	(114,685)
C									
General	(46,002)	(26, 420)	10.673	(105 600)		Е	(224 544)	(404.200)	40 142
Insurance Employee Benefits	(46,092) (579,294)	` ' '	19,672 19,591	(105,680) (2,317,177)			(224,511) (2,262,381)	, , ,	40,142 (54,795)
Miscellaneous	(5/9,294)	(559,703) 0	19,591	(2,317,177)			(2,262,381)	(2,317,177)	(54,795) 0
Total	(625,387)	(586,123)	39,264	(2.422.957)			(2,486,893)	(2,501,546)	ŭ
TOTAL	(625,387)	(580,123)	39,204	(2,422,857)			(2,480,893)	(2,501,546)	(14,653)
Total Routine Expenses	(2,070,218)	(1,889,733)	180,486	(8,330,514)			(8,151,534)	(8,280,873)	(129,339)
Total Routine Expenses	(2,070,218)	(1,009,733)	100,400	(8,330,314)			(0,131,334)	(8,280,873)	(129,339)
Capital Expenditures	0	0	0	0	l	D2	0	0	0
Capital Expellatures			0	Ů		52	0		Ŭ
TOTAL EXPENSES	(2.070.218)	(1,889,733)	180,486	(8,330,514)	1		(8,151,534)	(8,280,873)	(129,339)
	(2)070)220)	(2)003)700)	200,100	(0,000,01.)			(0)202)00 .)	(0,200,070)	(123)333)
Income (Deficit)							(877,458)	(546,625)	
							,,,	(3.17,520)	
NET INCOME (DEFICIT)	(136,656)	6,308	142,964	(744,749)	1		(877,458)	(546,625)	330,833

Unrestricted Net Position @ 6/30/18
Projected Income (Deficit) @ 6/30/19
Budgeted Income (Deficit) FYE 6/30/20
Projected Unrestricted Net Position @ 6/30/20

856,404 (647,168) (546,625) (337,389)

# PROGRAM ACTIVITY REPORT

#### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### **AGENDA STATEMENT**

Meeting: November 13, 2019

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract and Housing Assistance Payments (HAP) Report;

Section 8 Average Contract Rent Report; Landlord Rental Listing

Report; FSS Program Monthly Report

Recommendation: Receive Report

#### **SECTION 8 HOUSING CHOICE VOUCHERS (HCV)**

- Lease-Up: As of October 1, 2019, the Section 8 HCV program had 6,026 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.
- **HCV Program Utilization:** As of October 1, 2019, the average HAP subsidy was \$1,677 and the average tenant-paid rent portion was \$552 for an average Contract Rent of \$2,229. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
  - As of October 1, 2019, HACA had 151 <u>outgoing</u> billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
  - ❖ As of October 1, 2019, HACA billed other housing authorities for 500 incoming portability contracts.
  - As of October 1, 2019, 223 of PACH's 230 project-based voucher (PBV) units are leased. Two units at Nidus Court are being held vacant to be used as temporary living units for tenants while we remodel their units at the property (a total of 28 units will be remodeled). 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 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 October 1, 2019, there were 48 active properties listed.

• HCV Housing Quality Standards (HQS) Abatements: During the third quarter of 2019, HACA scheduled 934 annual inspections. Of those, 740 (79%) passed inspection the day they were inspected, 104 (11%) failed inspection, and 90 (10%) were "no shows" that had to be rescheduled. Additionally, HACA abated eight HAP contracts in Q3 2019 for non-compliance with HQS.

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA Section 8 Contract and HAP Report for the Month of October 2019

	Cert	ificates	Vouchers		OCTOBER 2019 TOTAL			
City	Number	HAP*	Number	HAP**	Number	НАР	OCTOBER 2018	OCTOBER 2017
		based on		based on				
		avg		avg				
		\$1,864		\$1,677				
Albany	0	\$0	12	\$20,124	12	\$20,124	15	23
Castro Valley	4	\$7,456	199	\$333,723	203	\$341,179	216	206
Dublin	3	\$5,592	365	\$612,105	368	\$617,697	369	367
Emeryville	6	\$11,184	127	\$212,979	133	\$224,163	143	153
Fremont	17	\$31,688	1,014	\$1,700,478	1,031	\$1,732,166	1,008	1,061
Hayward	48	\$89,472	1,733	\$2,906,241	1,781	\$2,995,713	1,810	1,989
Newark	6	\$11,184	199	\$333,723	205	\$344,907	198	210
Pleasanton	4	\$7,456	183	\$306,891	187	\$314,347	177	183
San Leandro	14	\$26,096	1,204	\$2,019,108	1,218	\$2,045,204	1,225	1,369
San Lorenzo	3	\$5,592	171	\$286,767	174	\$292,359	187	197
Union City	6	\$11,184	668	\$1,120,236	674	\$1,131,420	698	732
TOTALS	111	\$206,904	5,875	\$9,852,375	5,986	\$10,059,279	6,046	6,490

<sup>\*</sup> Based on an average October Housing Assistance Payment (HAP) of \$1,864 per certificate contract

<sup>\*\*</sup>Based on an average October Housing Assistance Payment (HAP) of \$1,677 per voucher contract

# HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA Section 8 Average Contract Rent Report for the Month of October 2019

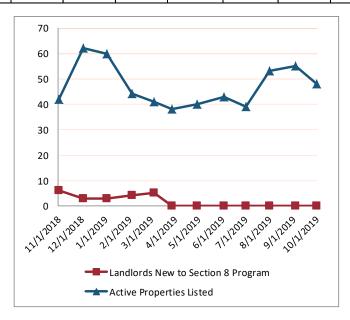
City	Number of HAP Contracts (HCV Only)	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	12	\$1,696	\$1,380	\$384	23%
Castro Valley	199	\$2,272	\$1,751	\$521	23%
Dublin	365	\$2,138	\$1,656	\$482	23%
Emeryville	127	\$1,723	\$1,175	\$552	32%
Fremont	1,014	\$2,387	\$1,820	\$565	24%
Hayward	1,733	\$2,142	\$1,596	\$546	25%
Newark	199	\$2,602	\$1,895	\$707	27%
Pleasanton	183	\$1,921	\$1,518	\$397	21%
San Leandro	1,204	\$2,151	\$1,617	\$533	25%
San Lorenzo	171	\$2,447	\$1,791	\$655	27%
Union City	668	\$2,414	\$1,812	\$599	25%

<sup>\*</sup>Some rents may vary by \$1 due to rounding

### **Landlord Rental Listing Report**

### Monthly

	11/1/2018	12/3/2018	1/2/2019	2/4/2019	3/4/2019	3/27/2019	4/29/2019	6/3/2019	7/1/2019	8/1/2019	9/3/2019	10/1/2019
Landlords New to												
Section 8 Program	6	3	3	4	5	0	0	0	0	0	0	0
Active Properties												
Listed	42	62	60	44	41	38	40	43	39	53	55	48



Landlords New to Section 8 Program data is currently unavailable. We hope to be able to report on this again in the future.

#### HACA AGENDA ITEM NO.: 7-5.



**To:** Christine Gouig, Executive Director

From: Daniel Taylor, Special Programs Manager

Re: FSS Program Summary

**CC:** Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen

Date: November 5, 2019

Program Summary	October 2019
Total Clients Under Contract:	199
MDRC:	100
Graduates:	1
Escrow Disbursed:	\$10,141.73
Ports In:	0
Ports Out:	2
Terminations:	1
New Contracts:	4

#### **FSS PROGRAM NEWS:**

#### FSS Workshop

On Saturday, October 26, 2019, the FSS team hosted an Entrepreneurship Workshop. The goal of the workshop was to provide information and resources to participants that want to take a small business idea to the next level. A panel of speakers shared personal tips, resources and experiences in establishing strategic partnerships that helped their businesses thrive. The panel included:

- AnewAmerica Community Corporation
- Alameda County Men's Health Specialist
- Northern California Small Business Financial Development Corporation
- U.S. Department of Commerce Minority Business Development Agency

Twenty (20) participants were in attendance.

#### It's Your Time to Shine Celebration

The FSS team is finalizing the details of our 10<sup>th</sup> annual *It's Your Time to Shine* celebration, scheduled for Thursday, November 14, 2019, at 6:00 p.m. The event will be held at the San Leandro Library. Achievements of FSS families over the last year will be recognized. There will be dinner, raffles and the presentation of awards.

Case Management Referrals = 16, Job Referrals = 89

# **ATTACHMENT A**

# MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF UNION CITY AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

In consideration of the covenants herein contained in this Management Services Agreement, hereinafter called "Agreement," entered into as of November 1, 2019, the City of Union City (hereinafter called "City"), and the Housing Authority of the County of Alameda (hereinafter called "Authority"), agree as follows:

- 1. City hereby contracts with Authority exclusively to rent, lease, operate, and manage the property known as 33459 5<sup>th</sup> Street, Union City, CA, consisting of one single-family rental unit (the "Property"), as further described in Exhibit A attached hereto and incorporated herein by reference, upon the terms hereinafter set forth for the period of five (5) years beginning on the date of this Agreement and terminating on November 1, 2024; provided however, that either party hereto may terminate this Agreement by giving to the other party a ninety (90) days' prior notice in writing of an intention to terminate. In the event that the Property becomes vacant, this Agreement shall terminate in its entirety effective thirty (30) calendar days from the date of vacancy.
- 2. Authority accepts the terms of this Agreement and agrees:
  - (a) To use diligence in the management of the Property for the period and upon the terms herein provided, and agrees to furnish the services of its organization for the renting, leasing, operating and managing of the Property as presented in the terms further described in this Agreement.
  - (b) To render annual reports of receipts, expenses and charges. In the event the disbursements shall be in excess of the rents collected by the Authority, the City hereby agrees to pay such excess promptly upon demand of the Authority. Rents, for the purpose of this Agreement, consist of the rent paid by the tenants to lease the Property.
  - (c) To annually increase the tenants' rent for occupancy of the Property by seven percent (7%) beginning with the first year of this Agreement and pursuant to Section 4(a)(2) of this Agreement.

- 3. City hereby gives to Authority the following authority and powers and agrees to assume the expenses in connection herewith:
  - (a) To sign, renew, cancel, and/or modify leases consistent with this Agreement for the Property or any part thereof, pursuant to leases and in accordance with the law; to collect rents or other charges and expenses due or to become due and give receipts therefor; to terminate tenancies and to sign and serve in the name of the City such notices as are appropriate and approved by the City; to institute and prosecute actions to evict tenants and to recover possession of the Property; to sue for and in the name of the City and recover rents and other sums due; and, when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies. All actions to terminate tenancy or institute any legal proceeding require City authorization.
  - (b) To make or cause to be made and supervise repairs and alterations on the Property; to purchase supplies and pay all bills therefor. Authority agrees to secure the prior approval of City on all expenditures in excess of \$1,000 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum if, in the opinion of the Authority, such repairs are necessary to protect the Property of others or to avoid suspension of necessary service or to avoid suspension of necessary service or to avoid penalties or fines or to maintain services to the tenants as called for in their leases.
  - (c) To hire, discharge and supervise all labor and employees required for the operation and maintenance of the Property. The Authority will only hire licensed and insured independent contractors. All contractors shall obtain insurance that meets the City's insurance requirements, as further described in Exhibit B attached hereto and incorporated herein by reference, and shall be endorsed to name as additional insured: the City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

(d) To make contracts for maintenance and utility services as the Authority shall deem advisable; the City to assume the obligation of any contract so entered into at the termination of this Agreement.

#### 4. The City further agrees:

(a) To pay the Authority a monthly fixed fee of \$300. This fee shall increase by 4% on an annual basis every July 1. The fee shall include the following routine services:

#### MANAGEMENT SERVICES

- (1) Rent collections.
- (2) Rent increases rent will increase by 7% per year until the rent reaches 30% of gross annual projected family income divided by 12. The Authority will provide all rent increase notifications.
- (3) Utilities tenant will pay all utility costs associated with the occupancy of the Property. The Authority will provide a notification to the tenant.

  This shall be provided for in the lease for the Property.
- (4) Income certifications on an annual basis, the Authority will redetermine family income until the rent reaches 30% of gross annual projected family income divided by 12. In the event the family's income decreases, the rent shall not decrease but shall remain in effect at the rent immediately prior to the redetermination. Thereafter, the Authority will redetermine family income and rent on a biennial basis. In the event the family's income decreases, the rent shall not decrease but the most recent rent shall remain in effect until the next recertification. After each income certification, the Authority will provide the following information to the City: family size, annual gross income, and proposed rent increase amount.
- (5) Initiating, with cooperation from the City, any required legal action against tenants, serving legal notices, etc.
- (6) Maintaining books of account.

- (7) Issuing an annual report on:
  - a. Itemized income and expenses including receipts and other supporting documentation.
  - b. Non-routine activities, if any.

#### MAINTENANCE SERVICES

- (1) Response to routine tenant maintenance service requests.
- (2) Preventative maintenance including a biennial maintenance inspection to identify maintenance items.
- (3) Vacancy renovation and services.
- (4) Routine grounds maintenance.
- (5) Retaining and supervising outside maintenance contractors when necessary for non-routine maintenance problems.
- (6) Special projects upon agreement with City.
- (b) Materials required for routine maintenance repairs will be billed at cost and will be in addition to the fixed fee. All non-routine management tasks not explicitly stated in this Agreement, including the costs of non-routine repairs and replacements, utilities, legal services and other non-routine tasks, shall be paid by the City to the Authority in addition to the fixed fee. In the event that the City shall request the Authority to undertake work exceeding that which is considered routine, including but not limited to as major rehabilitation, obtaining tax advice, presenting petitions to planning or zoning committees, advising on proposed new construction or other counseling, then a cost reimbursable fee shall be agreed upon for such non-routine services before the work begins.
- 5. This Agreement shall be binding upon the successors and assigns of the Authority, and the heirs, administrators, executors, successors and assigns of the Authority.

- 6. The Authority shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) of every nature arising out of or in connection with Authority's performance of the services in this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.
- 7. The City shall indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority, its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including without limitation, attorney's fees and costs and fees of litigation) of every nature arising out of or in connection with City's performance of the services in this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the Authority.
- 8. Any written notice to Authority shall be sent to:

Housing Authority of the County of Alameda

22941 Atherton Street

Hayward, CA 94541-6633

Attn.: Laura Broussard Rosen, Programs Manager

Any written notice to City shall be sent to:

Joan Malloy, City Manager Kristopher J. Kokotaylo, City Attorney

City of Union City City of Union City

34009 Alvarado Niles Rd. with a copy to 34009 Alvarado Niles Rd.

Union City, CA 94587 Union City, CA 94587

- 9. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 11. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

The Parties have executed this Agreement as of the Effective Date.

3394034.1

CITY OF UNION CITY	HOUSING AUTHORITY OF THE		
	COUNTY OF ALAMEDA		
JOAN MALLOY	CHRISTINE GOUIG		
CITY MANAGER	EXECUTIVE DIRECTOR		
ATTEST:			
ANNA M. BROWN, CITY CLERK			
APPROVED AS TO FORM:			
KRISTOPHER J. KOKOTAYLO, CITY ATTO	DRNEY		

#### EXHIBIT A

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, WITH A SITUS ADDRESS OF 33459 5TH ST, UNION CITY, CA 94587-2416 CURRENTLY OWNED BY COMMUNITY REDEVELPMNT AGENCY OF CITY OF UNION CITY HAVING A TAX ASSESSOR NUMBER OF 486-0012-023 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS BLK 42 LOT 9 AND DESCRIBED IN DOCUMENT NUMBER 285136 RECORDED 08/11/1993.

APN: 486-0012-023

#### Exhibit B

#### **City Insurance Requirements**

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Authority may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self- insured retention shall not exceed \$150,000 per claim

# **ATTACHMENT B**



HACA's Special Programs

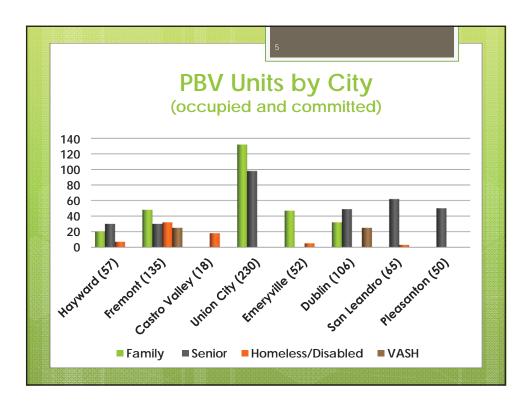
Project-based Vouchers
HUD-VASH
Enhanced Vouchers
NED Vouchers
Mainstream Vouchers
Continuum of Care
Moderate Rehabilitation
BHCS/HCSA Partnership
Foster Youth to Independence Initiative

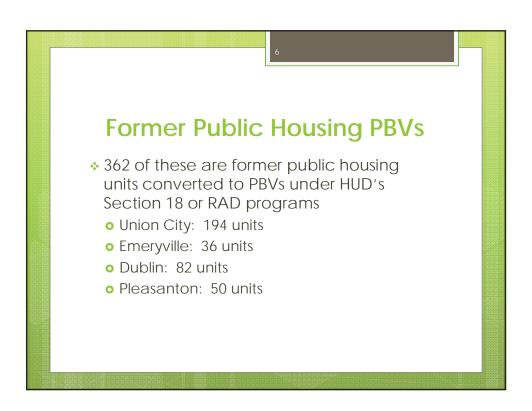
## **Project Based Vouchers (PBV)**

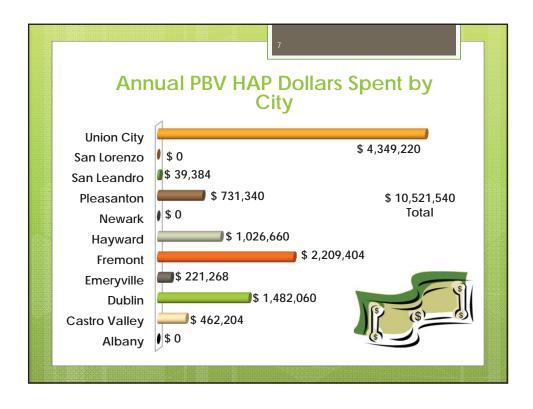
- Largest program administered by Special Programs Department
  - 713 units under contract
  - Partner with affordable housing developers, one private landlord, PACH and service providers
  - Families, seniors, veterans and formerly homeless/disabled participants

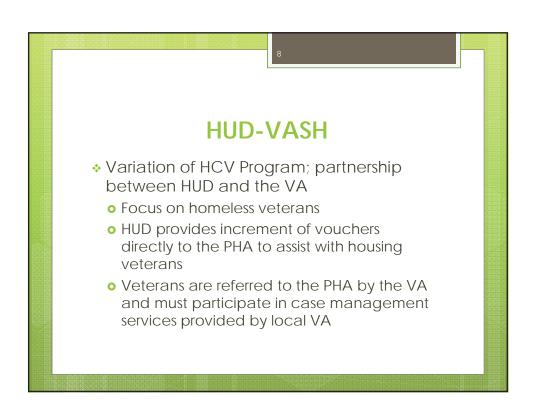
### PBV (continued)

- PBVs are a component of the Housing Choice Voucher (HCV) program; no separate funding source
- A PHA can project base up to 20% of its authorized voucher units
  - An additional 10% can be used for units developed specifically for the homeless, veterans, supportive services units for persons with disabilities or elderly persons

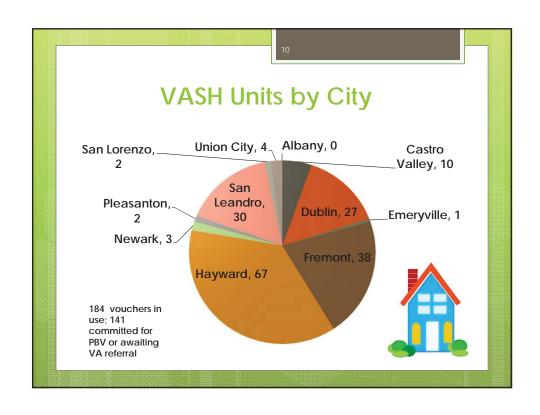


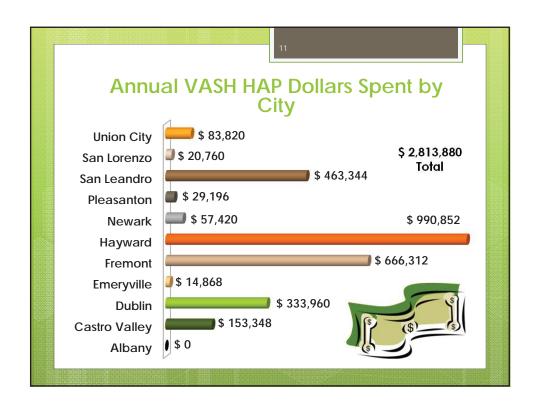


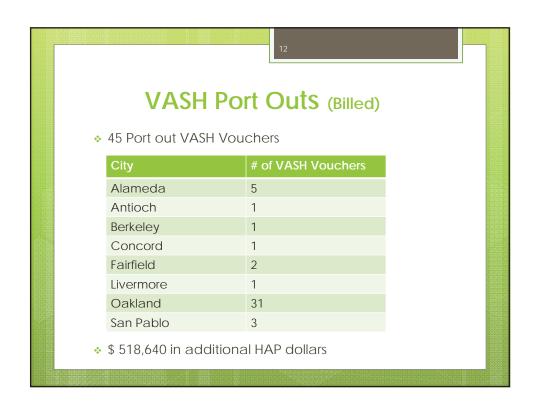












### **Enhanced Vouchers**

- AKA Preservation Vouchers
  - HUD provides vouchers to the local PHA when landlords opt-out of HUD multifamily programs or the Moderate Rehabilitation program
  - Tenants have the right to remain in the unit with a voucher during and after the opt-out or they can move with their voucher

### **Enhanced Vouchers**

4 142 Enhanced Vouchers

City	# of Family Units	# of Senior Units
Dublin	1	0
Fremont	7	0
Hayward	66	0
Pleasanton	5	0
San Leandro	31	14
Union City	18	0

❖ \$ 2,335,392 in additional HAP dollars

Non-Elderly Disabled (NED) Vouchers

- Rental assistance for non-elderly persons with disabilities residing in nursing homes or other health care institutions or moving into such facilities due to lack of housing
  - 10 HACA vouchers, 10 Santa Barbara County Housing Authority port-ins
  - Partnering with East Bay Innovations (EBI)
    - Provides services and identifies eligible applicants

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### **Mainstream Vouchers**

- Non-elderly persons with disabilities transitioning out of institutional or other segregated settings or moving into such facilities due to lack of housing
  - 83 vouchers
  - At serious risk of Institutionalization
  - Homeless
  - At risk of becoming homeless
  - Partnering with various supportive service providers including EBI and Bay Area Community Services (BACS)

### **Mainstream Vouchers**

29 Mainstream vouchers leased

City	# of Mainstream Vouchers
Castro Valley	1
Dublin	2
Fremont	6
Hayward	10
Newark	1
Pleasanton	3
San Leandro	6

- \$ 592,272 in additional HAP dollars
- 50 participants issued vouchers; looking for a unit

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## Continuum of Care (CoC)

- Partnership with Alameda County Housing and Community Development Department (HCD) and non profit service providers
- Two Section 8 certificate programs
  - Shelter Plus Care(S+C)
  - Homes for Wellness (H4W)
  - 111 homeless and disabled or formerly homeless and disabled participants
  - Rental subsidy, security deposits, damage claims

Moderate Rehabilitation
 Project Based Certificate Program
 Created in 1978 to upgrade units needing moderate level of rehab primarily in buildings with 20 or fewer units
 HUD provided funding to rehabilitate rental property (\$1,500 per unit average) and rental subsidies in exchange for providing units for low-income families

### Mod Rehab (continued)

- Program repealed in 1991; HUD provides rental subsidies for existing units only
- 11 units currently subsidized
- When vacancies occur, HACA refers eligible families from our Housing Choice Voucher wait list

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# Partnership with AC Behavioral Health Care Services (BHCS)

- Provide rental housing subsidies to persons receiving services as a result of long-term mental illness
- Currently serving 44 participants
- Mixed funding sources
  - Mental Health Services Act (Prop 63)
  - HUD Continuum of Care (CoC)
  - Health Care Services Agency (funding from State of California)

#### **MHSA**

- Funded through Mental Health Services Act (Prop 63)
- HACA manages the housing subsidy contracting and payment process and performs initial and annual Housing Quality Standards (HQS) inspections
- BHCS refers literally homeless persons and persons with disabilities from the EveryOne Home-Home Stretch Registry

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## MHSA (continued)

- BHCS pays HACA for its services on a per participant basis
- BHCS partners with non-profit agencies to provide an array of supportive services
- Subsidy for most participants is time-limited, fixed rate
- 8 Continuum of Care units (HUD funded) at Laguna Commons Apts. in Fremont; amount of subsidy based on participant's income
- Some 'graduates' of the program receive a voucher from HACA

### MHSA by City

- Hayward -15 participants
- Fremont 8 participants
- San Leandro 2 participants
- Oakland 8 participants
- Berkeley 2 participants

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# Alameda County Health Care Services Agency (HCSA)

- The umbrella agency of BHCS designated \$5 million of one-time funding it received from the State of California under the state's Whole Person Care Program
  - Established a flexible housing subsidy program to provide supportive housing for households impacted by serious health issues
  - Serves homeless individuals with disabilities and homeless clients with histories of high health care utilization costs and poor health outcomes

## **HCSA** (continued)

- HACA uses this funding to make rental subsidy payments to the following:
  - Non-profit, master lease holders of transitional housing units
  - Private landlords
  - Skilled nursing facilities
- The subsidized units are located in Hayward San Leandro, Castro Valley, Fremont, Union City and Oakland

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### **HCSA** (continued)

- Long term goals for the program
  - Maintain project-specific, capitalized operating subsidy reserve or set-aside account to subsidize supportive housing units for at least 10 years
  - HACA will enter into a written contract with each developer/owner that establishes the terms of the capitalized operating subsidy reserve, with the approval of BHCS

## Foster Youth to Independence (FYI) Initiative

- Purpose: to house persons aged 18-24 years, who left foster care or will leave foster care within 90 days at the age of 16 or older, and are homeless or at risk of becoming homeless
- Tenants receive ongoing supportive services to ensure a successful tenancy
- HACA issues Section 8 vouchers and provides ongoing voucher administration
- HACA can apply for up to 25 FYI vouchers, depending on HUD funding availability
- HACA and Alameda County executed agreement; HACA ready to receive referrals

QUESTIONS?