

**HOUSING AUTHORITY of the  
COUNTY OF CONTRA COSTA**

**CALENDAR FOR THE BOARD OF COMMISSIONERS  
BOARD CHAMBERS ROOM 107, COUNTY ADMINISTRATION BUILDING  
651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229**

**JOHN GIOIA, CHAIR  
CANDACE ANDERSEN, VICE CHAIR  
DIANE BURGIS  
KAREN MITCHOFF  
FEDERAL D. GLOVER  
FAY NATHANIEL  
JANNEL GEORGE-ODEN**

**JOSEPH VILLARREAL, EXECUTIVE DIRECTOR, (925) 957-8000**

**PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.**

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.  
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA  
March 12, 2019**

**1:00 P.M.** Convene and call to order.

**CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.2 on the following agenda) - Items are subject to removal from the Consent Calendar by request from any Commissioner or on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Discussion Items.**

**DISCUSSION ITEMS**

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 CONSIDER adopting PHA Resolution No. 5221 approving the Housing Authority's Fiscal Year 2020 Annual Agency Budget.

- D.4 CONSIDER establishing a new five-step salary range for the position of Executive Director of \$173,484.00 - \$210,870.88, and approving and authorizing the Chair of the Board of Commissioners and Executive Director Joseph Villarreal to execute an amended Employment Agreement, effective January 1, 2019, to extend the term through December 31, 2023, and authorize a wage increase to \$173,484 and other non-monetary changes required by law.
- D.5 CONSIDER accepting an oral report on the status of the voluntary transfer of the Richmond Housing Authority's housing choice voucher and project-based voucher programs to the Housing Authority of the County of Contra Costa.

## **ADJOURN**

### **CONSENT ITEMS:**

- C.1 DENY claim filed by Eboni Green.
- C.2 ACCEPT report on the relocation status of the families at the Las Deltas public housing development in North Richmond, as recommended by the Housing Authority Executive Director.

### **GENERAL INFORMATION**

Persons who wish to address the Board of Commissioners should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

All matters listed under CONSENT ITEMS are considered by the Board of Commissioners to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board.

Comments on matters listed on the agenda or otherwise within the purview of the Board of Commissioners can be submitted to the office of the Clerk of the Board via mail: Board of Commissioners, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913; or via the County's web page: [www.co.contracosta.ca.us](http://www.co.contracosta.ca.us), by clicking "Submit Public Comment" (the last bullet point in the left column under the title "Board of Commissioners.")

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Applications for personal subscriptions to the monthly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The monthly agenda may also be viewed on the County's internet Web Page: [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

The Closed session agenda is available each month upon request from the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California, and may also be viewed on the County's Web Page.

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

To: Contra Costa County Housing Authority Board of Commissioners  
 From: Joseph Villarreal, Housing Authority  
 Date: March 12, 2019



Contra  
 Costa  
 County

Subject: FY 2020 ANNUAL AGENCY BUDGET

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### **RECOMMENDATIONS**

ADOPT PHA Resolution No. 5221 approving the Housing Authority's Fiscal Year 2020 Annual Agency Budget.

### **BACKGROUND**

In compliance with the U. S. Department of Housing and Urban Development's (HUD) regulations, the Housing Authority of the County of Contra Costa (HACCC) has prepared its proposed budget for fiscal year (FY) 2020. At present, the federal government's FY 2019 budget is not finalized. The federal fiscal year (FFY) runs from October 1st through September 30th, meaning that HACCC's budget year is bifurcated by two FFYs. Additionally, most of HACCC's programs are funded on a calendar year basis which adds another layer of complexity to budget projections. HACCC's proposed budget is based on current HUD funding advances. Staff will update HACCC's budget as part of the quarterly budget to actual presentations, unless a significant change occurs earlier.

Three primary factors impact the funding of a housing authority's public housing and housing choice voucher (HCV) programs. These factors are the amount of funding allocated to HUD by Congress, the national utilization rate (number of families housed) and the local utilization rate. Congressional funding of HUD sets baseline funding for the Department's programs. For well over a decade HUD has not been fully funded by Congress. As a result, housing authority programs are almost always funded at less than 100% of

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

## BACKGROUND (CONTD)

need. Once Congressional funding is known, HUD adjusts the funding provided to housing authorities based on the national utilization rate of each program. Utilization is the number of families under contract at a given time or period. At the national level, if utilization has increased past HUD's budget projections because more families are being housed, then HUD will reduce the money available to each housing authority. If fewer families are being housed nationally, then the money available to each housing authority is increased. At the individual housing authority level proration works in reverse. Within the parameters set by Congressional funding and national utilization, funding for an individual housing authority will rise when local utilization increases and will fall when the number of families housed drops. HUD calculates program funding and utilization retroactively. Final public housing funding in a given calendar year is not usually calculated until November of the same calendar year. Funding for the voucher program is normally adjusted quarterly, with final funding usually calculated by March of the following calendar year.

As stated above, housing authorities usually never receive full program funding. Further, there are often significant swings in program funding levels from year-to-year. Over the past seven years, public housing proration levels have been as follows:

2019 90.00% (current HUD advance)  
2018 94.74%  
2017 93.10%  
2016 90.21%  
2015 85.36%  
2014 88.79%  
2013 81.86%

During the same period, HCV administrative fee proration levels have been as follows:

2019 80.00% (current HUD advance)  
2018 80.00% (for first 3qtrs., final quarter will be determined when HUD's FY19 budget is finalized)  
2017 77.51%  
2016 83.94%  
2015 81.57%  
2014 79.77%  
2013 69.27%

In developing HACCC's proposed budget, staff used HUD's two year forecasting tool to project Housing Assistance Payments (HAP) for the HCV program. Additionally, staff incorporated the transfer of the Richmond Housing Authority's (RHA) HCV program, effective July 1, 2019.

Administrative fees and other revenue items were estimated by utilizing the past three-year's median funding levels. The two primary expenditures, labor and benefits, were computed using projected costs based on the currently approved pay schedule. All other expenditures were computed by augmenting the three-year median funding levels with any planned activities.

HACCC's proposed overall budget is shown below in comparison to last year's approved budget, along with the projected change in reserve levels. This overview is followed by a breakdown of HACCC's four major program areas, HCV, Public Housing, State and Local programs and Certificate programs. Each section provides a brief program overview, the projected budget, last year's approved budget along, the projected change in reserve levels and an explanation of the change from prior year. A more

detailed budget is available for viewing at HACCC's administrative office.

### Agency Summary

	<b>2019-2020 Budget</b>	<b>2018-2019 Budget</b>	<b>Change</b>
Revenue	\$183,857,681	\$137,181,965	\$46,675,716
Operating Expenditures	\$ 25,957,656	\$ 24,314,812	\$ 1,642,844
Program Costs, Debt Service & Other Capital Improvements	\$157,584,008	\$113,142,116	\$44,471,829
To Reserves	\$ 316,017	\$ (274,963)	\$ 590,980
	<b>Restricted Reserves</b>	<b>Unrestricted Reserves</b>	<b>Consolidated Reserves</b>
Projected 3/31/19	\$ (256,340)	\$ 12,061,479	\$11,805,139
FY 2019 Budget Impact	\$ (89,058)	\$ 404,751	\$ 315,693
Projected 3/31/20	\$ (345,398)	\$ 12,466,230	\$12,120,832

As a reminder, almost all reserves are restricted for use within each program. The designation of restricted or unrestricted reserves merely indicates that the funds are obligated for special use within the program (restricted) or that they can be used for any purpose tied to the program (unrestricted). The only exception to this rule is the unrestricted balance within the State and Local Fund. This balance can be used in any of HACCC's programs.

### Housing Choice Voucher Overview:

The HCV program provides rental assistance to families in the private market. HACCC qualifies families for the program based on income. Eligible families find a home in the private rental market and HACCC provides them with a subsidy via a HAP contract with the property owner. HAP is paid by HACCC directly to the owner. Through its HCV program, HACCC is authorized to provide affordable housing assistance to as many as 8,925 families (this includes 2,004 families from the City of Richmond's HCV program). Due to funding and regulatory restrictions, HACCC is projected to house an average of 8,098 families per month under the proposed budget.

### HCV Summary

	<b>2019-2020 Budget</b>	<b>2018-2019 Budget</b>	<b>Change</b>
Revenue	\$158,543,289	\$114,086,817	\$44,456,472
Expenditures	\$ 9,137,677	\$ 7,073,098	\$ 2,064,579
Program Costs, Debt Service & Other Capital Improvements	\$149,303,339	\$107,321,470	\$41,981,869
To Reserves	\$ 102,272	\$ (307,751)	\$ 410,023
	<b>Restricted Reserves</b>	<b>Unrestricted Reserves</b>	<b>Consolidated Reserves</b>
Projected 3/31/19	\$0	\$ 4,977,942	\$ 4,977,942

FY 2019 Budget Impact	\$0	\$ 102,272	\$ 102,272
Projected to 3/31/20	\$0	\$ 5,080,214	\$ 5,080,214

Explanation of Change:

The increase in revenue and program costs are primarily related to the transfer of RHA's HCV program. A projected increase in HAP funding tied to ongoing rent increases for both HACCC's and RHA's HCV program also played a role in the projected increase. Of the \$44.5 million increase in revenue, approximately \$2.5 million is an increase in HACCC's administrative fees and projected extraordinary administrative fees. As with total revenue, the projected increase in administrative funding is tied to the RHA HCV transfer.

**Public Housing & Capital Fund Overview:**

HACCC owns and manages 1,179 public housing units at 16 different sites throughout the County. This number will be reduced during this budget year to 963 units due to the removal of the North Richmond units from the public housing program. Revenue to manage these properties is derived from tenant rents and an operating subsidy received from HUD. Because tenant rents are limited by income, and are significantly less than the operating costs of the properties, HUD provides a subsidy to supplement the shortfall in actual operating costs versus tenant rents. HUD also provides annual Capital Fund grants via formula to approximately 3,300 housing authorities. Capital Fund grants may be used for the development, financing, and modernization of public housing developments as well as for management improvements.

**Public Housing Summary - All Units**

	2019-2020 Budget	2018-2019 Budget	Change
Revenue	\$12,595,614	\$11,867,879	\$ 727,735
Expenditures	\$10,581,167	\$11,448,135	(\$ 866,968)
Program Costs, Debt Service & Other Capital Improvements	\$ 1,912,519	\$ 431,157	\$1,481,362
To Reserves	\$ 101,928	(\$ 11,413)	\$ 113,341

Public Housing by Asset Management Property (Amp)	Area	2019-2020 Revenue	2019-2020 Expenditure	2019-2020 Residual/(Loss)
AMP-1,Ca001,Ca011,	Martinez	\$ 811,262	\$ 757,634	\$ 53,628
AMP-2,Ca045a,Ca045b	San Pablo	\$ 1,432,811	\$ 1,315,694	\$ 117,118
AMP-3,Ca004,Ca008,Ca012	Brentwood, Oakley	\$ 974,188	\$ 1,000,862	(\$ 26,675)
AMP-4,Ca010	Rodeo	\$ 2,515,151	\$ 2,540,883	(25,732)
AMP-5,Ca005	Pittsburg	\$ 1,771,657	\$ 1,780,279	\$ (8,622)
AMP-6,Ca009a,Ca009b	North Richmond	\$ 314,144	\$ 209,500	\$ 104,644
AMP-7,Ca006	North Richmond	\$ 104,961	\$ 91,276	\$ 13,685
AMP-8,Ca002,Ca013	Bay Point	\$ 419,864	\$ 431,350	(\$ 11,486)
AMP-9,Ca003,Ca015	Antioch	\$ 956,315	\$ 1,070,947	\$(114,632)

Capital Funding	All AMPS	\$ 3,295,261	\$ 3,295,261	\$ 0
<b>Program Totals</b>		<b>\$12,595,614</b>	<b>\$12,493,685</b>	<b>\$ 101,928</b>

<b>Public Housing Reserves</b>	<b>Restricted Reserve Balance</b>	<b>Unrestricted Reserve Balance</b>	<b>Reserve Balance</b>
Projected 3/31/19	\$0	\$1,831,330	\$1,831,330
FY 2019 Budget Impact	\$0	\$ 101,928	\$ 101,928
Projected to 3/31/20	\$0	\$1,933,258	\$1,933,258

Explanation of Change:

The increase in revenue of \$727,735 is the result of deferred capital fund items required by HUD to be recognized on a cash basis. The \$866,968 reduction in expenditures is primarily a result of the conversion of public housing units in North Richmond.

The \$1,481,362 increase in program costs and capital improvements is a result of increased grant funding from HUD and carry-over funding from prior periods.

### **Housing Certificate Program Overview:**

HACCC's Housing Certificate Program is now solely comprised of Shelter-Plus Care certificates. The Shelter-Plus Care Program provides rental assistance for hard-to-serve homeless persons with disabilities in connection with supportive services. HACCC operates the housing and financial portions of the program and the County's Health, Housing and Homeless Program operates the supportive services and casework portions. Approximately 323 clients are assisted under this program.

<b>Certificate Programs Summary</b>	<b>2019-2020 Budget</b>	<b>2018-2019 Budget</b>	<b>Change</b>
Revenue	\$6,259,687	\$5,164,313	\$1,095,374
Expenditures	\$ 654,163	\$ 524,620	\$ 129,543
Program Costs, Debt Service & Other Capital Improvements	\$5,605,201	\$4,643,633	\$ 961,568
To Reserves	\$ 323	\$ (3,940)	\$ 4,263
<b>Certificate Programs Reserves</b>	<b>Restricted Reserve Bal.</b>	<b>Unrestricted Reserve Bal.</b>	<b>Reserve Balances</b>
Projected 3/31/18	\$0	\$(8,322)	\$(8,322)
FY 2018 Budget Impact	\$0	\$ 323	\$ 323
Projected to 3/31/19	\$0	\$(7,999)	\$(7,999)

Explanation of Change:

The primary changes in the Certificate Program related to revenues and program costs are increases in HAP funding and expenses as rents continue to rise in the region.

### **State and Local Overview:**

HACCC administers several programs and activities that are either not HUD-funded, or that involve

non-restricted HUD funds. HACCC is the managing general partner for two tax credit projects, DeAnza Gardens and Casa Del Rio. Additionally, under HUD's asset management regulations, the State and Local fund receives management fees for administering the public housing and HCV programs. Pension & Other Post-Employment Benefit costs are also reflected in the State and Local fund.

<b>State &amp; Local Summary</b>	<b>2019-2020 Budget</b>	<b>2018-2019 Budget</b>	<b>Change</b>
Revenue	\$6,459,091	\$6,062,956	\$396,135
Expenditures	\$5,584,649	\$5,268,959	\$315,690
Program Costs, Debt Service & Other Capital Improvements	\$ 762,950	\$ 745,856	\$ 17,094
To Reserves	\$ 111,493	\$ 48,141	\$ 63,352
<b>State &amp; Local Reserves</b>	<b>Restricted Reserve Bal.</b>	<b>Unrestricted Reserve Bal.</b>	<b>Reserve Balances</b>
Projected 3/31/19	\$12,115,201	\$(10,915,424)	\$1,199,777
FY 2019 Budget Impact	\$ (89,058)	\$ 200,551	\$ 111,493
Projected to 3/31/20	\$12,026,143	\$(10,714,873)	\$1,311,270

Explanation of Change:

The projected changes in revenue are tied to increased management fees as a result of the transfer of RHA's HCV program and planned rent increases at the tax credit properties. The projected increased program costs are all related to the tax credit financed properties, primarily Casa Del Rio which will likely need subsidized until HACCC is able to put project-based vouchers in place there.

**CONSEQUENCE OF NEGATIVE ACTION**

Should the Board of Commissioners choose not adopt Resolution No. 5221 approving HACCC's budget for the fiscal year 2019-2020, HACCC will not be in compliance with HUD regulations. Further, HACCC will not be in compliance in fulfilling its financial and programmatic obligations to program participants and property owners, as well as HACCC employees, contractors, and vendors.

**ATTACHMENTS**

RES 5221, HUD FORM 52574

PHA Board Resolution  
Approving Operating Budget

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: .....PHA Code:

PHA Fiscal Year Beginning: .....Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on:
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
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Contra  
Costa  
County

To: Contra Costa County Housing Authority Board of Commissioners  
From: Joseph Villarreal, Housing Authority  
Date: March 12, 2019

Subject: AMENDED EMPLOYMENT AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA AND JOSEPH E. VILLARREAL, EXECUTIVE DIRECTOR

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**RECOMMENDATIONS**

APPROVE, effective January 1, 2019, a new five-step salary schedule for the position of Executive Director with a five percent (5%) increase between steps: Step 1 through Step 5 (\$173,484.00 - \$210,870.88).

APPROVE an amended Employment Agreement, attached, between the Housing Authority and Joseph E. Villarreal, effective January 1, 2019, to authorize a wage increase to \$173,484.00 (first step of new salary range) effective January 1, 2019, an extension of the term through December 31, 2023, and other non-monetary changes required by law.

**BACKGROUND**

On December 18, 2018, the Board of Commissioners conducted a performance review of the Executive Director, who is currently being paid at top step of the existing salary schedule for the position of Executive Director. It is recommended that a new five-step salary schedule be adopted for that position, with a five percent (5%) increase between steps, and Step 1 starting at \$173,484.00 and Step 5 at \$210,870.88.

It is also recommended that an amended, five-year contract be entered into between the Housing Authority and the Executive Director to reflect certain changes mandated by law since Mr. Villarreal’s 2007 contract

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF COMMISSIONERS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019  
Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

### BACKGROUND (CONT'D)

was last amended, and to reflect that the base salary of the Executive Director will be increased to the first step of the new salary schedule, \$173,484, effective January 1, 2019.

### FISCAL IMPACT

The maximum annual cost of this action (including pension cost) for calendar year 2019 would be \$24,466.84.

### CONSEQUENCE OF NEGATIVE ACTION

The Executive Director's contract will not be amended.

### ATTACHMENTS

Villarreal Contract

**EMPLOYMENT AGREEMENT**  
**EXECUTIVE DIRECTOR**  
**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

1. **Parties.** Effective January 1, 2019, this Agreement is made by and between the Housing Authority of the County of Contra Costa (“Authority”) and Joseph E. Villarreal (hereafter “Employee”), and supersedes any prior contracts or agreements.
2. **Term.** Authority hereby employs Employee as the Executive Director of the Housing Authority of the County of Contra Costa for a term beginning January 1, 2019, through December 31, 2023, (“Ending Date”) unless this Agreement is sooner terminated as provided herein. If this Agreement is not terminated or renewed prior to the Ending Date, it will automatically continue on the same terms and conditions for successive two year periods until terminated or amended by the Board of Commissioners
3. **Status of Employee.** Employee is an “at will” employee of the Authority. Employee agrees to remain in the exclusive employ of the Authority during the term of this Agreement.
4. **Duties.** Subject to the oversight of the Authority’s Board of Commissioners, Employee will perform those duties assigned by the Board of Commissioners, including but not limited to those duties specified in the job description for the Executive Director. Employee will perform these duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and will comply with all applicable rules and regulations established by HUD, State law, and the Board of Commissioners.
5. **Conflict of Interest Prohibited.** Employee will not engage in any activity that would be a violation of the Political Reform Act (Government Code §§81000 et seq.), Government Code §1090, Health and Safety Code §34281, or which may create an incompatibility of office under California Law. Employee will comply with all disclosure requirements.
6. **Compensation.**
  - a. Base Salary and Cost of Living Adjustments. Commencing with the pay period beginning January 1, 2019, Authority will pay Employee an annual base salary of \$173,484, paid monthly, at the same time Authority pays its other employees, subject to the withholding of state and federal income tax, Social Security, state disability and such federal, state and local taxes and other deductions and withholding as may be legally required. Employee will receive the same percentage cost of living adjustments, if any, to his salary as those the Authority provides for its other employees.
  - b. Pay for Performance. In its sole discretion, the Board of Commissioners may make one or more performance adjustments in increments of (5%) of base pay, in accordance with the salary schedule adopted on March 12, 2019, based upon over-all performance. Such adjustment may be made only after an evaluation under Section 8 of this agreement.

7. **Benefits.**

- a. General. Employee shall receive such employee benefits as are provided to Housing Authority employees in accordance with established Authority policies, as they may be modified from time to time. Benefits provided by the Authority under its existing policies include regular holidays, annual leave, sick leave, personal holiday leave, management leave, health insurance, dental insurance life insurance, disability, retirement benefits, and other employment benefits. Employee may use and accrue leave time in accordance with the Authority's policies, as may be modified from time to time. Employee is entitled to participate in any other plans offered by the Authority, such as deferred compensation or retirement plans, health, life, or other insurance plans to the extent allowed by the Authority's plans and policies.
- b. Executive Automobile Allowance. Employee shall be entitled to a monthly automobile allowance of \$600 per month which includes in-county mileage. Out-of-county mileage will be reimbursed at Authority-approved rates.

8. **Evaluation.** Each year, commencing January 1, 2019, and more frequently if desired by the Authority's Board of Commissioners, Employee and the Board of Commissioners will meet to evaluate Employee's performance and to set goals and objectives for Employee's performance.

9. **Expense Reimbursement and Training Costs.** Authority will reimburse Employee for actual and necessary expenses incurred in the performance of Employee's obligations under this Agreement, so long as such reimbursement is authorized pursuant to a policy approved by the Board of Commissioners. In addition to the general duties of Executive Director, Employee may participate in professional activities (e.g., conferences, seminars, professional training, panels and membership in relevant organizations, etc.), which are relevant to the overall operations of the Authority. All expenses incurred in connection with such professional activities will be paid in accordance with the policies adopted by the Authority, as they may be modified from time to time.

10. **Termination.** Any of the following will terminate this Agreement, including the employment of Employee by Authority:

- a. Employee's resignation;
- b. Authority's termination of Employee's employment in accordance with Section 11, subsections (b) or (c) below;
- c. The parties' mutual written consent to terminate this Agreement;
- d. Dissolution of the Authority;
- e. Death, retirement or permanent disability of Employee when such disability prevents Employee from performing the essential functions of his job.

11. **Resignation by Employee and Termination by Authority.**

- a. Employee may resign his employment at any time upon sixty (60) days advance written notice of the effective date of his resignation to the Authority
- b. At its discretion, Authority may terminate Employee's employment at any time upon sixty (60) days advance written notice to Employee, or immediately upon mutual consent of the Authority and Employee.

- c. Notwithstanding subsection (b), Authority may immediately terminate this Agreement at any time for cause, if Employee commits any act of gross insubordination, dishonesty, fraud, misrepresentation, embezzlement, bribery or perjury; or violates conflict of interest laws; or is convicted of a felony, or of a crime involving the abuse of his Executive Director position as defined in Government Code section 53234.4. In the event of termination for cause, Employee will not be entitled to any severance pay or any payment for severance health benefits. In such event, Authority's total liability to Employee will be limited to payment of Employee's compensation through the effective date of termination, together with cash reimbursement for any compensable leave accrual balances.
- d. If this Agreement is terminated and Employee is subsequently convicted of a crime involving the abuse of his Executive Director position as defined in Government Code section 53243.4, Employee must reimburse Authority for any cash settlement that he received related to the termination of this Agreement, including severance pay.

12. **Severance Pay and Release of Claims.** In the event this Agreement is terminated by Authority pursuant to Section 11(b) above, without cause ("cause" is defined in Section 11(c) above), before the completion of the term of this Agreement, Authority agrees to pay Employee the following liquidated damages and medical benefit payments in equal, consecutive monthly installments commencing on the date of termination. Such payment of liquidated damages and medical benefit payments will be subject to such withholding of income tax, Social Security, and other federal state and local taxes and deductions and contributions as may be legally required. On behalf of himself, his heirs, and representatives, Employee agrees to accept said liquidated damages and medical benefit payments in full and complete settlement and release of any claims Employee has or may have against Authority, Contra Costa County, or their respective members, officers and employees arising from or in any way connected with his employment by the Authority, this Agreement, or the termination of this Agreement.

- a. Authority will pay Employee as liquidated damages in accordance with Government Code section 53260, in installments as specified above, a cash payment equal to Employee's monthly salary multiplied by six months or by the number of months left on the unexpired term of the Agreement, whichever is less.
- b. In addition, Authority will pay, in accordance with Government Code section 53261, for Employee's purchase of health benefits, the monthly monetary allotment for the cost of those benefits for the same number of months Employee receives cash payments, or until Employee finds other employment, whichever occurs first, Payments for health benefits will not exceed Employee's monthly medical and dental insurance premiums at the time of termination.

13. **Administrative Leave.** At its option, Authority may place Employee on administrative leave with pay. If Employee is placed on paid administrative leave pending an investigation and Employee is subsequently convicted of a crime involving the abuse of his Executive Director position as defined in Government Code section 53243.4, Employee must reimburse Authority for any salary provided during the investigation.

14. **Amendment.** Except as otherwise expressly provided herein, this Agreement may be amended only by a written document executed by both parties hereto.

15. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties except as expressly provided herein, no other understanding, oral or otherwise,

regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

16. **No Assignment.** Neither party may assign or transfer any rights granted or obligations assumed under this Agreement.
17. **Choice of Law.** This Agreement is made in Contra Costa County and will be governed and construed in accordance with the laws of the State of California. Any action relating to this contract shall be instituted and prosecuted in the courts of the State of California for the County of Contra Costa.
18. **Notice.** Any notice required by this Agreement to be given by one party to the other will be sufficient if given to the party by personal delivery or if mailed to the party by first-class mail postage prepaid, addressed as follows.

If to COUNTY:

Chairperson, Board of Commissioners  
Housing Authority of the County of Contra Costa  
County of Contra Costa  
651 Pine Street, Room 106  
Martinez, CA 94553

With a copies to:

County Administrator  
651 Pine Street, 11th Floor  
Martinez, CA 94553

County Counsel  
651 Pine Street, 9th Floor  
Martinez, CA 94553

If to EMPLOYEE:

Joseph E. Villarreal, Executive Director  
Housing Authority of the County of Contra Costa  
3133 Estudillo Street  
Martinez, CA 94553

19. **Signatures.** These signatures attest the parties' agreement hereto:

EMPLOYEE

HOUSING AUTHORITY OF THE  
COUNTY OF CONTRA COSTA

\_\_\_\_\_  
Joseph E. Villarreal, Executive Director

By: \_\_\_\_\_  
Chair of the Board of Commissioners



Contra  
Costa  
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: March 12, 2019

Subject: REPORT UPDATING THE STATUS OF THE VOLUNTARY TRANSFER OF THE RICHMOND HOUSING AUTHORITY'S HOUSING CHOICE VOUCHER AND PROJECT-BASED VOUCHER PROGRAMS TO

---

### **RECOMMENDATIONS**

ACCEPT an oral report on the status of the voluntary transfer of the Richmond Housing Authority's housing choice voucher and project-based voucher programs to the Housing Authority of the County of Contra Costa.

### **BACKGROUND**

Staff will provide an oral update on the status of the proposed transfer.

### **FISCAL IMPACT**

The transfer of the Richmond Housing Authority's Voucher programs would increase the Housing Authority of the County of Contra Costa's (HACCC) current contract with HUD from 6,996 vouchers to 9,000 vouchers. Should the transfer occur, it is anticipated that HACCC's projected voucher budget for FYE 2020 would increase from \$117 million to between \$142 million and \$150 million.

### **CONSEQUENCE OF NEGATIVE ACTION**

None. Information item only.

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

ATTACHMENTS

BO RHA Transfer to  
HACCC

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

**TO: BOARD OF COMMISSIONERS**

**FROM:** Joseph Villarreal, Executive Director

**DATE:** March 12, 2019

**SUBJECT: REPORT UPDATING THE STATUS OF THE VOLUNTARY TRANSFER OF THE RICHMOND HOUSING AUTHORITY'S HOUSING CHOICE VOUCHER AND PROJECT-BASED VOUCHER PROGRAMS TO THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

---

**SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION**

**I. RECOMMENDED ACTION:**

CONSIDER accepting an oral report on the status of the voluntary transfer of the Richmond Housing Authority's housing choice voucher and project-based voucher programs to the Housing Authority of the County of Contra Costa.

**II. FINANCIAL IMPACT:**

The transfer of the Richmond Housing Authority's Voucher programs would increase the Housing Authority of the County of Contra Costa's (HACCC) current contract with HUD from 6,996 vouchers to 9,000 vouchers. Should the transfer occur, it is anticipated that HACCC's projected voucher budget for FYE 2020 would increase from \$117 million to between \$142 million and \$150 million.

**III. REASONS FOR RECOMMENDATION/BACKGROUND**

Staff will provide an oral update on the status of the proposed transfer.

**IV. CONSEQUENCES OF NEGATIVE ACTION:**

None. Information item only.

To: Contra Costa County Housing Authority Board of Commissioners  
From: Joseph Villarreal, Housing Authority  
Date: March 12, 2019



Contra  
Costa  
County

Subject: Claims

---

**RECOMMENDATIONS**

DENY claim filed by Eboni Green.

**BACKGROUND**

See attached claim.

**FISCAL IMPACT**

No fiscal impact.

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF COMMISSIONERS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Joseph Villarreal, Executive Director

Contact: Scott Selby  
925.335.1400

By: , Deputy

cc:

ATTACHMENTS

Claim-Green

CLAIM

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CONTRA COSTA COUNTY

BOARD ACTION: Mar 12, 2019

Claim Against the County, or District Governed by )
the Board of Commissioners, Routing Endorsements,)
and Board Action. All Section references are to )
California Government Codes. )

NOTICE TO CLAIMANT

The copy of this document mailed to you is your
notice of the action taken on your claim by the
Board of Commissioners. (Paragraph IV below) given
Pursuant to Government Code Section 913,
915.2. and 915.4 Please note all "Warnings".

RECEIVED

FEB 04 2019

COUNTY COUNSEL
MARTINEZ, CALIF.

AMOUNT: Greater than \$10,000.00

CLAIMANT: Eboni Green

ATTORNEY: Brian D. Sudano, Esq.

BY DELIVERY TO CLERK ON:

BY MAIL POSTMARKED: January 30, 2019

ADDRESS: 540 Lennon Lane
Walnut Creek, CA 94598

FROM: The Board of Commissioners TO: County Counsel
Attached is a copy of the above-noted claim.

David Twa, Clerk

Dated: 2/4/2019

By: Deputy

Sm Boyd

II. FROM: County Counsel TO: The Board of Commissioners

(x) This claim complies substantially with Sections 910 and 910.2.

( ) This Claim FAILS to comply substantially with Sections 910 and 910.2, and we are so notifying claimant. The
Board cannot act for 15 days (Section 910.8).

(x) Claim is not timely filed. The Clerk should return claim on ground that it was filed late and send warning of
claimant's right to apply for leave to present a late claim (Section 911.3).
Partions of the
the untimely partions of
they were

( ) Other:

Dated: 2/7/19 By: Deputy County Counsel

III. FROM: The Board of Commissioners TO: County Counsel (1) County Administrator (2)

( ) Claim was returned as untimely with notice to claimant (Section 911.3).

IV. BOARD ORDER: By unanimous vote of the Commissioners present:

( ) This Claim is rejected in full.

( ) Other:

I certify that this is a true and correct copy of the Board's Order entered in its minutes for this date.

Dated: David Twa, CLERK, By, Deputy Clerk

WARNING (Gov. code section 913)

Subject to certain exceptions, you have only six (6) months from the date this notice was personally served or deposited in the mail to
file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in
connection with this matter. If you want to consult an attorney, you should do so immediately. \*For Additional Warning See Reverse
Side of This Notice.

AFFIDAVIT OF MAILING

I declare under penalty of perjury that I am now, and at all times herein mentioned, have been a citizen of the United States, over age
18; and that today I deposited in the United States Postal Service in Martinez, California, postage fully prepaid a certified copy of this
Board Order and Notice to Claimant, addressed to the claimant as shown above.

Dated: David Twa, CLERK By Deputy Clerk

This warning does not apply to claims which are not subject to the California Tort Claims Act, such as actions in inverse condemnation, actions for specific relief such as mandamus or injunction, or Federal Civil Rights claims. The above list is not exhaustive and legal consultation is essential to understand all the separate limitations periods that may apply. The limitations period within which suit must be filed may be shorter or longer depending on the nature of the claim. Consult the specific statutes and cases applicable to your particular claim.

The County of Contra Costa does not waive any of its rights under California Tort Claims Act nor does it waive its rights under the statutes of limitations applicable to actions not subject to the California Tort Claims Act.



# OFFICE OF THE COUNTY COUNSEL CONTRA COSTA COUNTY

SHARON L. ANDERSON  
COUNTY COUNSEL

CHIEF ASSISTANT  
MARY ANN MCNETT MASON

NOTICE OF UNTIMELINESS  
AS TO A PORTION OF THE CLAIM

ASSISTANTS  
MONIKA L. COOPER  
THOMAS L. GEIGER  
STEVEN P. RETTIG

February 11, 2019

TO: Brian D. Sudano, Esq.  
SUDANO LAW FIRM  
540 Lennon Lane  
Walnut Creek, CA 94598

Re: *Claim of Eboni Green*

Please Take Notice as Follows:

In regards to the above-referenced Housing Authority claim you submitted on January 30, 2019, portions of the claim are timely and portions are untimely. The portions of the claim prior to July 30, 2018, that you presented to the County of Contra Costa, governed by the Board of Supervisors, fail to comply substantially with the requirements of California Government Code sections 901 and 911.2 because they were not presented within six months after the event or occurrence as provided by law. Because the portions of the claim prior to the aforementioned date were not timely presented, no action was taken on those portions of your claim. The claim was forwarded to the Board for action only on the timely portions of the claim.

If your claim is required to be presented within six months after the event or occurrence, your only recourse at this time is to apply without delay to the County of Contra Costa, governed by the Board of Supervisors, for leave to present a late claim as to the untimely portions of the claim. (Gov. Code, §§ 911.4 to 912.2 and § 946.6.) Under some circumstances, leave to present a late claim will be granted. (Gov. Code, § 911.6.)

SHARON L. ANDERSON, County Counsel

By:   
Patrick L. Hurley  
Deputy County Counsel

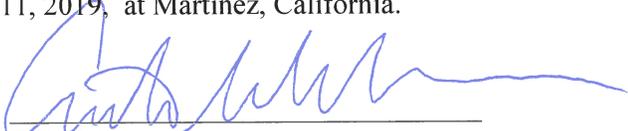
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CERTIFICATE OF SERVICE BY MAIL  
(Code Civ. Proc., §§ 1012, 1013a, 2015.5; Evid. Code, §§ 641, 664)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Office of the County Counsel, 651 Pine Street, 9th Floor, Martinez, CA 94553-1229. On the date below, I served a true copy of this Notice of Untimeliness as to a Portion of the Claim by placing the document in a sealed envelope with postage thereon fully prepaid, in the United States mail at Martinez, California addressed to Brian D. Sudano, Esq., as set forth above. I am readily familiar with Office of County Counsel's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct. Executed on February 11, 2019, at Martinez, California.

  
\_\_\_\_\_  
Erik Schlenker

cc: Clerk of the Board of Supervisors (original)  
Risk Management

**Claim to: BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF CONTRA COSTA  
INSTRUCTIONS TO CLAIMANT**

- A. Claims relating to causes of action for death or for injury to person or to personal property or growing crops and which accrue on or before December 31, 1987, must be presented not later than the 100th day after the accrual of the cause of action. Claims relating to causes of action for death or for injury to person or to personal property or growing crops and which accrue on or after January 1, 1988, must be presented not later than six months after the accrual of the cause of action. Claims relating to any other cause of action must be presented not later than one year after the accrual of the cause of action. (Govt. Code §911.2.)
- B. Claims must be filed with the Clerk of the Board at its office in Room 106, County Administration Building, 651 Pine Street, Martinez, CA 94553, either by mail or in person.
- C. If the claim is against more than one public entity; separate claims must be filed against each public entity.

D. Fraud. See penalty for fraudulent claims, Penal Code Sec. 72 at the end of this form.  
\*\*\*\*\*

RE: Claim By: \_\_\_\_\_ ) Reserved for Clerk's filing stamp

Eboni Green  
\_\_\_\_\_  
Name )  
\_\_\_\_\_ )



Against: The Housing Authority of the County of Contra Costa

The undersigned claimant hereby makes claim against the Housing Authority of the County of Contra Costa in the sum of Greater than \$10,000 and in support of this claim represents as follows: This is an unlimited civil action.

1. When did the damage or injury occur? (Give exact date and hour)

Ongoing and continuing harm since February 2018.

2. Where did the damage or injury occur? (Include city and county)

103 Dempsey Way, Rodeo CA, 94572

3. How did the damage or injury occur? (Give full details; use extra paper if required)

See attached demand letter.

4. What particular act or omission on the part of county or district officers, servants or employees caused the injury or damage?

See attached demand letter.

5. What are the names of county or district officers, servants or employees causing the damage or injury?

Nancy Garcia

6. What damage or injuries do you claim resulted? (Give full extent of injuries or damages claimed. Attached two estimates for auto damage.)

See attached demand letter.

7. How was the amount claimed above computed? (Include the estimated amount of any prospective injury or damage.)

See attached demand letter.

8. Names and addresses of witnesses, doctors and hospitals.

See attached demand letter.

9. List the expenditures you made on account of this accident or injury:

See attached demand letter.

<u>DATE</u>	<u>ITEM</u>	<u>AMOUNT</u>
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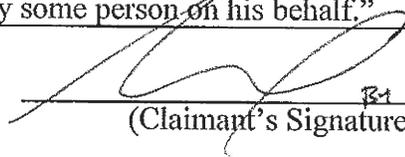
\*\*\*\*\*

SEND NOTICE TO: (Attorney)  
Name and Address of Attorney

Brian D. Sudano, Esq.  
Sudano Law Firm  
540 Lennon Lane  
Walnut Creek, CA 94598  
Email: bsudano@sudanolaw.com  
Fax: (925) 849-4183

Telephone No. 925-357-3213

Gov. Code Sec. 910.2 provides:  
"The claim must be signed by the claimant  
or by some person on his behalf."

  
(Claimant's Signature)

103 Dempsey Way

(Address)

Rodeo, CA 94572

Telephone No. \_\_\_\_\_

\*\*\*\*\*

### NOTICE

Section 72 of the Penal Code provides:

"Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand (\$1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars (\$10,000) or by both such imprisonment and fine."



540 Lennon Lane  
Walnut Creek, CA 94598  
Tel 925 849 4183 Fax 925 849 4185

January 30, 2019

Contra Costa Housing Authority  
Bayo Vista/PH Waitlist  
651 Pine Street  
Martinez, CA 94553

*Sent Via Priority Mail*

**Re: My Client: Eboni Green**  
**Property: 103 Dempsey Way**  
**Rodeo, CA 94572**

To Whom It May Concern:

Please consider this my client's formal demand letter in connection with her living conditions at the above-referenced property. I was informed that this is the appropriate government entity for the Bayo Vista apartment complex. Please let me know if this is incorrect.

#### STATEMENT OF FACTS

On February 13, 2018, Ms. Green complained of water intrusion due to a roof leak. The leak allowed water into the kitchen, causing a mold spell. She also complained of a mouse infestation, informing the property manager that she's had nine mice caught at the time of the complaint.

On May 23, 2018, Ms. Green wrote another report to complain of the mice problem, which had been ongoing since January 2018.

On August 9, 2018, Ms. Green wrote a report stating that she wanted a meeting to discuss the issues she was having with her apartment. She raised the concern about the trash around the complex that she was cleaning as well as the ongoing mice infestation.

Approximately a week later, Ms. Green went into the office and said she wanted to follow-up on the meeting she never heard back about. Nancy Garcia said she was busy and said they would deal with in the next week.

The following week, she went into the office and spoke with Ms. Garcia about the trash that had been there for months, the mice, the cockroaches, the complaints about the neighbors marijuana smoke, and the neighbors arguing and yelling. Ms. Garcia indicated that the policy of Bayo Vista was not to get involved in tenant disputes. Ms. Green told her about the anxiety she was having about the situation, including her need for a therapist and medications because of the anxiety. She gave her paper to have her reasonable accommodation. Ms. Garcia said to be specific and that she could be outside because they could get her out of the county.

On or about September 1, 2018, Ms. Green went into the office to pay rent and complained about the ongoing mouse infestation. She was told that the policy of Bayo Vista was not to contact pest control services unless a new tenant was moving in.

On September 7, 2018, Ms. Green's daughter called her terrified, asking if Ms. Green would leave work early to pick her up from the bus stop after school. Her daughter stated that their neighbor, Tiffany, came to the bus stop and confronted a 2<sup>nd</sup> graders with her sister and boyfriend (both who she reported were living at Bayo Vista illegally) in an intimidating manner.

That evening, the mother of the 2<sup>nd</sup> graders went to Tiffany's home and began yelling back and forth for 15-20 minutes.

On September 8, 2018, the woman returned with her boyfriend and began yelling and were about to fight with Tiffany and her boyfriend. The man then opened his trunk and pulled out a gun. Ms. Green and her kids got on the floor. They heard both parties threatening to shoot one another. Ms. Green expressed how this was affecting her health and that there was nothing being done about this, the mice, or the trash that was littered around the complex.

Ms. Green outlined this information in a report to Nancy Garcia on September 8, 2018. Again, there was no resolution to this issue, and it was not addressed in any manner.

On September 19, 2018, Ms. Green filed a request for accommodation due to increased anxiety caused by the living situation at Bayo Vista. The specific request for accommodation was to transfer to Alameda.

On September 25, 2018, Ms. Garcia submitted the request for accommodation.

On September 27, 2018, Ms. Garcia responded that the reasonable accommodation request to move to Alameda County has been denied. There was no further discussion with Ms. Green about the option for other possible accommodations.

On October 10, 2018, Ms. Green contacted Vector Control to complain of the mice and the cockroach issues.

On October 12, 2018, Ms. Green called Ms. Garcia and left message stating that she was denied her accommodation and wanted to know what other option were available. Ms. Garcia did not return her call or discuss other options for accommodation with her.

On October 15, 2018, Vector Control inspected the premises and indicated that measures needed to be taken to including, but not limited to, sealing all pipes and wiring that enter through

exterior walls, sealing all holes and gaps around pipes located under sinks in the kitchen, bathrooms, and utility rooms, clean up the debris piles.

On October 18, 2018, Ms. Green reported to Ms. Garcia that her neighbors were smoking marijuana which was a significant issue for her son that has severe asthma. His asthma results in monthly trips to the emergency room. Ms. Green requested that Ms. Garcia send a reminder to her neighbor. In the past when she complained, she was told to light a candle in her home to get rid of the smell.

On the same day, she complained about the ongoing mouse infestation that had been ongoing since January 2018 as well as cockroaches. She continued to complain about the trash from the neighbors and personally delivered a copy of the Vector Control report to the office. There was still no action taken.

On October 29, 2018, Ms. Green reported to Ms. Garcia that her she now was unable to stay at her home due to a dispute with her neighbor. At 9:15 p.m., she heard her neighbor swearing and yelling in the parking lot. Her children woke up crying and scared and got into bed with her.

Ms. Green opened the window and asked them to please be quiet as they were scaring her children. They then started to verbally attack Ms. Green. Ms. Green was reaching out to Ms. Garcia to have something done, but again this fell on deaf ears. Despite reaching out for options to get out of the situation to help with her anxiety, Ms. Garcia would not return her phone calls.

On November 15, 2018, Vector control returned to the apartment for a follow-up inspection and no changes had been corrected from the first report. Mr. Fischer told Ms. Green that action would be taken immediately because he was going to email it to the office. Yet, nothing has been done to date.

On December 12, 2018, Ms. Green complained of the mold growing on her windows and in particular, in her bathroom, with a smell.

On December 27, 2018, Ms. Green submitted a reasonable accommodation seeking to move to another unit given the issues with habitability and neighbor disputes. The request sought to have her move to another community.

On January 1, 2019, Ms. Green called Rescue Rooter about the mold smell in her house. The service person stated that the pipe needed to be replaced. Ms. Green contacted the afterhours line because of the holiday.

After she called, the walls started to leak and fall down. The water was also coming through the lights.

On January 2, 2019, a maintenance man from the apartment came and said they would get a plumber out the next day.

On January 3, 2019, the plumber came out and said they would need to replace the pipes and that they would start on January 7, 2019.

On January 7, 2019, the plumber came out and opened the walls. The smell of mold was overwhelming. Ms. Green asked Ms. Garcia if she could put them in a hotel while the repairs were taking place. She was told she would not. Ms. Green told her it was unsafe, unhealthy, and they had been in this situation since January 1<sup>st</sup>. Ms. Garcia repeated that she would not get her a hotel.

On January 7, 2019, Steve Fisher from Vector Control returned and inspected the interior and exterior and found that still no action was taken.

On January 8, 2019, Ms. Green complained of the construction happening in her apartment. She was unable to use her kitchen, there were fumes that affected her son.

As of January 30, 2019, Ms. Green still has not received a reply to her request for accommodation.

## LEGAL ARGUMENT

### Failure to Provide Reasonable Accommodation

Under the FEHA, the ADA, and UNRUH, “disability” is an expressly protected classification. “Disability” is defined as any physical or mental disability. Mental disability includes any mental or psychological disorder that limits a major life activity. (Gov. Code 12926(j)(1).)

Under these statutes, reasonable accommodations are required for people with disabilities, such as Ms. Green’s. Refusal to make reasonable accommodations in rules, policies, practices or services when necessary to afford a disabled person “equal opportunity to use and enjoy a dwelling.” (Gov. Code 12927(c)(1). This includes accommodations such as moving to a quieter unit or building.

In this matter, Ms. Green supplied two separate requests for accommodation from her treating physician indicating a need to move to a new apartment. Ms. Green explained the issue concerning the violence she and her children were witnessing and reporting with nothing being done. Instead of attempting to provide some accommodation to Ms. Green, her first request was denied and she received no response to her second after over a month had passed.

Further, she complained and requested that something be done about her neighbors as it was causing her a great deal of anxiety as they were pulling guns out in public, smoking marijuana outside of her house, affecting her son’s health.

Despite frequent and numerous complaints, nothing has been done to date.

As a result of these violations, Ms. Green is entitled, under UNRUH, to recover actual damages as well as up to three times the actual damages, but no less than \$4,000.00. Under FEHA, ADA, and UNRUH, attorney fees and costs are also available.

### **Breach of Warranty of Habitability**

California Civil Code 1941 requires that a home must be habitable. Habitable is expressly held to include premises "free from all accumulations of debris, filth rubbish, garbage, rodents and vermin. (Civil Code Section 1941.1(a)(6)).

Ms. Green had complained about the mice, cockroaches, and trash continuously since January 2018. She even reported it to Vector control which provided a detailed list of the issues to be remedied. Despite complaints from Ms. Green and citation from Vector control, the issues still have not been addressed to date.

By failing to address the mice, cockroach and trash complained of for over a year, this has exposed the Contra Costa Housing Authority to a return of rent for all months my client stayed in the unit. Pain and suffering damages for the anxiety and distress are also available for the willfull failure to remedy the situation by implementing a policy that infestations will not be remedied unless there is a new tenant moving in.

### **Breach of Implied Covenant of Quiet Enjoyment**

The lease under which the tenancy was created states as follows:

Duty to make premises safe:

Section 11A(2): A transfer is necessary to protect the health and safety of the Household Member or another Authority resident.

Ms. Green has reported that her neighbors have threatened her, pulled out guns in front of her, and continue to smoke marijuana which causes her son to have asthma attacks. Further, she has told Ms. Garcia about her anxiety, provided a doctor's note, and requested to move, yet still no action.

Section 12: Authority Responsibilities:

- A. Authority will maintain the Residence and the Development in a decent, safe and sanitary condition.
- B. Authority will comply with applicable building and housing codes and Department of Housing and Urban Development regulations materially affecting health.
- C. Authority will make necessary repairs to the Residence.
- D. Authority will keep Development buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

Ms. Garcia has refused to provide Ms. Green with clean, safe conditions as outlined above. This not only applies to Ms. Green's apartment, but also to the surrounding areas that are inundated with trash.

Further, many of the issues Ms. Green has complained about concerning her neighbors violate the lease as well. The lease states in relevant part:

Tenant responsibilities:

13I. Tenant must use reasonable care to keep the Residence in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. Tenant will notify Authority promptly of any needed repairs to the Residence, which include but are not limited to any infestation of pests or rodents, and any unsafe or unsanitary conditions in the Residence, common areas, and Development. Tenant's failure to report the need for repairs or infestation in a timely manner will be considered as contributing to any damages that occurs.

13N. Tenant must act in a manner that will not disturb the other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe and sanitary condition.

13O. Tenant must assure that all Household Members, guests or persons under Tenant's control do no engage in any of the following:

- (1) The violation of any criminal or civil law, ordinance or statute in the use and occupancy of the residence;
- (2) Any illegal or other activity which threatens the physical or social environment of the development or which threatens the health, safety or the right to peaceful enjoyment of the Development by other residents, public or Authority employees; or
- (3) Any drug-related criminal activity in the Residence, in the Development, in the Vicinity of the Development, or any other location away from Authority property, whether or not in the vicinity of the development.

13P. Tenant may not have any illegal weapons...

13Q. Tenant may not create or permit any condition to exist that results in risk to the health or safety of any person or damage to property.

16. Termination by Authority

(A)(7): Authority has determined that a Household member has illegally used a drug or a Household Member has a pattern of illegally using a drug that interferes with the health, safety, or right to peaceful enjoyment of the Development by the other residents.

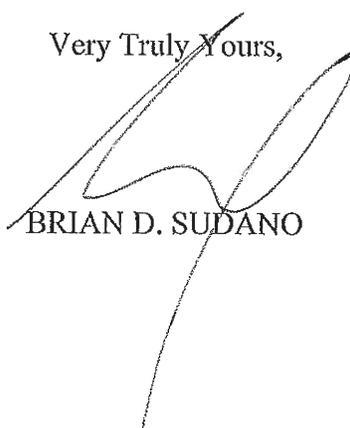
This are directly on point with the concerns she raised to Ms. Garcia about her neighbors throwing trash around the complex, having guns, disrupting her at all time of night, and threatening her.

**Maintenance of Nuisance/Breach of Quiet Enjoyment/ Negligent Maintenance of the Premises**

The refusal to make repair, correct tenant behavior, and clean up the units has resulted in the maintenance of a nuisance, negligent maintenance of the premises, and breach of the quiet enjoyment of the premises as outlined above.

If you would like to discuss this matter, please contact me at (925) 357-3213 or email me at [bsudano@sudanolaw.com](mailto:bsudano@sudanolaw.com).

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'B. D. Sudano', written over the typed name.

BRIAN D. SUDANO

/BDS

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To: Contra Costa County Housing Authority Board of Commissioners  
 From: Joseph Villarreal, Housing Authority  
 Date: March 12, 2019



Contra  
 Costa  
 County

Subject: RELOCATION STATUS OF LAS DELTAS RESIDENTS

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### **RECOMMENDATIONS**

ACCEPT report on the relocation status of the families at the Las Deltas public housing development in North Richmond.

### **BACKGROUND**

As part of the RAD conversion of the Las Deltas public housing units, HACCC is required to assist the families living at Las Deltas to find new, affordable places to live. All of the residents living at Las Deltas at the time of conversion must be assisted under the laws and regulations set forth in the Uniform Relocation Act, California Relocation Assistance Law and the California Relocation Assistance and Real Property Acquisition Guidelines.

There were 81 families living at Las Deltas when it was approved for RAD. All are/were eligible for relocation benefits. In September 2017 HACCC began officially moving families out of Las Deltas. Although a few of the 81 families had moved before this date, these early movers retained eligibility for, and were offered, relocation benefits. The mover status of the Las Deltas families as of March 5, 2019 is as follows:

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

**Total Las Deltas Families Eligible for Relocation 81**

<b>Total Families That Have Moved</b>	<b>70</b>
Moved to other public housing	38
Moved using voucher within HACCC jurisdiction	24
Moved using voucher outside of HACCC jurisdiction	7
Moved and left HACCC programs	1
<b>Total Families Pending Move</b>	<b>11</b>
Waiting to move to other public housing unit	3
Already issued voucher, searching for a unit	8
Waiting for voucher to be issued	0

FISCAL IMPACT

Funding of approximately \$1.4 million is provided in the Housing Authority's (HACCC) current PHA Annual Plan Capital Fund Program (CFP) budget for the cost of the relocation consultants and all direct relocation costs that will be provided to families (e.g., security deposits, utility transfer fees and the costs to hire movers). \$1 million is targeted for direct relocation costs for the families of Las Deltas.

CONSEQUENCE OF NEGATIVE ACTION

None. Information item only.