

**HOUSING AUTHORITY of the
COUNTY OF CONTRA COSTA**
CALENDAR FOR THE BOARD OF COMMISSIONERS
BOARD CHAMBERS, COUNTY ADMINISTRATION BUILDING
1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1229

DIANE BURGIS, CHAIR
FEDERAL D. GLOVER, VICE CHAIR
JOHN GIOIA
CANDACE ANDERSEN
KAREN MITCHOFF

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

To slow the spread of COVID-19, in lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone.

Meetings of the Board of Supervisors are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking callers.

A lunch break or 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 online at www.contracosta.ca.gov.

AGENDA
May 18, 2021

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

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6(a))

1. Agency Negotiators: Joseph Villarreal and Stacey Cue.

Employee Organization: Public Employees Union, Local One

2. Agency Negotiators: Joseph Villarreal and Stacey Cue.

Unrepresented Employees: All unrepresented employees.

CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.3 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 accepting a report on the award of 197 new vouchers for homeless individuals and their families from the U.S. Department of Housing and Urban Development and an update on HACCC's various homeless housing programs.
- D.4 CONSIDER authorizing the Executive Director to execute the Housing Assistance Payments contract under the Project-Based Voucher program for the Terraces Senior Apartments located at 2100 Nevin Avenue in Richmond, CA.
- D.5 CONSIDER accepting report on the disposition of the Las Deltas Development public housing units and land in North Richmond.
- D.6 CONSIDER authorizing and adopting Resolution No. 5234 to execute an amendment to the Limited Partnership Agreement for the purposes of admittance and withdrawal of the Limited Partners and withdrawal of a General Partner for DeAnza Gardens.

ADJOURN

CONSENT ITEMS:

- C.1 RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending March 31, 2021.
- C.2 ADOPT Resolution No. 5235 to approve collection loss write-offs in the public housing program in the amount of \$ 81,269.90 for the quarter ending March 31, 2021.
- C.3 ACCEPT report on HACCC's Executive Director's receipt of Eden Housing's Ilene Weinreb Civic Leader Award.

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, 1025 Escobar Street, Martinez, CA 94553; by fax: 925-655-2006; or via the County's web page: 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) 655-2000. An assistive listening device is available from the Clerk. 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) 655-2000, 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) 655-2000. The monthly agenda may also be viewed on the County's internet Web Page: 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, 1025 Escobar Street, 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: May 18, 2021



Contra
Costa
County

Subject: AWARD OF NEW HOMELESS VOUCHER FUNDING

RECOMMENDATIONS

ACCEPT report on the award of 197 new vouchers for homeless individuals and their families from the U.S. Department of Housing and Urban Development (HUD) and an update on HACCC's various homeless housing programs.

BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) into law. ARP provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses. Among its other provisions, ARP appropriates \$5 billion for new incremental EHV's, the renewal of those EHV's, and fees for the cost of administering the EHV's along with other eligible expenses. The appropriation of funds for eligible expenses is designed to prevent, prepare, and respond to the coronavirus by facilitating the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners. This funding will provide approximately 70,000 EHV's nationally.

Eligibility for these EHV's is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the

Action of Board On: **05/18/2021** ☐ 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: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

BACKGROUND (CONTD)

family's homelessness or having high risk of housing instability. After September 30, 2023, a public housing authority may not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.

While each of HACCC's programs are available to serve the homeless via the normal application process, EHV is one of fifteen programs operated by HACCC that target homeless individuals and families. The current number of participants in each program are as follows:

Homeless Set-asides

Emergency Housing Vouchers	197
Mainstream	172
Project-based Vouchers (committed to homeless)	93
Garden Park Apartments, Pleasant Hill (27)	
Idaho Apartments, El Cerrito/Richmond (28)	
Lakeside Apartments, Concord (11)	
Lily Mae Jones, Richmond (8)	
Robin Lane, Concord (5)	
St. Paul's, Walnut Creek (14)	
Project-based COC	14
Lakeside Apartments, Concord (4)	
Ohio Ave, Richmond (5)	
Villa Vasconcellos, Walnut Creek (5)	
Tenant-based COC (Shelter Plus Care) (2018-2020 avg.)	304
VASH	347
VASH - HACCC (263)	
VASH – Pittsburg/HACCC (84)	
Total	1,127

Pending Commitments (HUD shortfall)

Moving On	50
Committed Total	1,177

FISCAL IMPACT

HUD has awarded the Housing Authority of the County of Contra Costa (HACCC) \$4,046,580 in 18-month budget authority to support 197 new Emergency Housing Vouchers (EHV).

CONSEQUENCE OF NEGATIVE ACTION

None. Informational item only.

ATTACHMENTS

EHV Award Letter

May 10, 2021

Joseph Villarreal, Executive Director
Housing Authority Of The County Contra Costa (CA011)

Dear Executive Director:

I am pleased to notify you that your public housing agency (PHA) is eligible for new Emergency Housing Vouchers (EHVs) and funding as authorized by the American Rescue Plan Act of 2021 (Public Law No: 117-2). The American Rescue Plan Act allowed the Department of Housing and Urban Development (HUD) to allocate additional vouchers to PHAs through an allocation formula designed to direct emergency vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also taking into account PHA capacity and the requirement to ensure geographic diversity, including rural areas. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.

The following table provides the details for your agency's EHV award:

Emergency Housing Vouchers Award			
Initial Award Amount	Effective Date	Contract Term	Number of Units
\$4,046,580	7/1/2021	18	197

The effective date of your EHV award will be July 1, 2021 with the exception of certain fees with an effective date of June 1, 2021 as detailed below. These dates cannot be changed. HUD is providing 12 months of budget authority upfront and will provide additional budget authority as necessary based upon actual PHA needs. Once funding for the award has been fully processed, the FMC will provide your agency with an amended Consolidated Annual Contributions Contract (CACC) that reflects the obligation of funds and monthly disbursements will be scheduled. Three months of HAP disbursements will automatically be scheduled beginning July 1, 2021 equal to 1/12th of the initial award. Future disbursements will be calculated using actual HAP expenses incurred.

Your agency must follow applicable Housing Choice Voucher (HCV) program requirements, when administering EHV, including the regulations at 24 CFR part 982, and the requirements in Notice PIH 2021-15 (HA), referred to hereafter as Implementation Notice.

The following table provides the details of your agency's administrative fees and other eligible fees under this award:

EHV Eligible Fees		
Category	Effective Date	Fee Amount
Preliminary Fee	6/1/2021	<i>\$400 x Unit Allocation Accepted</i>
Placement/Issuance Reporting Fee ¹	After Reporting Received by HUD ¹	<i>\$500 for HAP contracts in place by 11/1/21; \$250 for HAP contracts in place by 1/1/22; \$100 for each voucher leased provided PHA reported the EHV issuance date in PICNG within the qualifying time period.</i>
On-going Administrative Fee ²	7/1/2021	<i>Column A Admin Fee Rate x Unit Allocation Accepted</i>
Service Fee ³	6/1/2021	<i>\$3,500 x Unit Allocation Accepted</i>
Total		

¹ The fee is dependent upon the timeframe in which an EHV family is placed under a HAP contract. \$500 for each EHV family placed under a HAP contract that is in place no later than four months from the award date (11/1/21), \$250 for each EHV family under a HAP contract that is in place no later than six months from the award effective date (1/1/22). An additional \$100 will be provided if the PHA reports or reported the voucher issuance date for a leased voucher in the forthcoming PIC-NG system within 14 days of the later of the voucher issuance date or when PIC-NG system becomes available for reporting. This Issuance Fee can be earned at any time that the voucher is placed under lease, regardless of whether the leased voucher also qualified for the \$500 or \$250 component of the fee. Initially HUD will provide these fees based on information reported in VMS with the exception of the \$100 issuance fee. HUD will collect issuance data in PICNG, once the system is in place later in 2021.

² PHAs will receive the full Column A administrative fee amount for each EHV that is under HAP contract as of the first day of each month and reported in VMS. PHAs will receive an initial advance for the first 3 months as per Notice PIH 2021-15 (HA).

³ One-time fee will be provided for every unit allocation accepted.

Two types of EHV-related funding, preliminary fees and service fees, will be provided in advance in accordance with [Notice PIH 2021-15 \(HA\)](#). The eligible uses of these funds are described in the [Notice PIH 2021-15 \(HA\)](#).

Leasing and expenses for these vouchers should be reported in the Voucher Management System (VMS) under the appropriate fields. The VMS is being updated to reflect fields that will be used to capture this information and additional details will be provided once the fields are available.

This letter has indicated the specific number of vouchers allocated to your PHA in accordance with the allocation formula set forth in [Notice PIH 2021-15 \(HA\)](#). To accept or decline this award, you must respond to HUD by May 24, 2021 using the attached method. While PHAs are encouraged to accept the entire EHV allocation, the PHA may choose to accept a lower number of vouchers than the number offered by HUD in the notification, but not less than the minimum allocation of 25 EHV's, or 15 EHV's, as applicable. Your PHA may also request that if available, HUD provide any additional vouchers that result from reallocation.

Additional information regarding EHV's can be found at: www.hud.gov/EHV, including details on an introductory webinar for PHAs on EHV's that HUD will offer on May 11, 2021 at 4pm ET. Additional support and technical assistance will be offered to support participating communities.

With your direct effort, EHV's will help people experiencing or at risk of homelessness, survivors of domestic violence, and victims of human trafficking.

To accept or decline this award by May 24, 2021, please complete, sign, and email your response EHVawards@hud.gov. If you have any questions regarding the EHV Program, please email EHV@hud.gov.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Bastarache".

Danielle Bastarache
Deputy Assistant Secretary for
Public Housing and Voucher Programs

Attachment

Directions:

1. Accept or Decline vouchers by responding to PHA options in questions 1—3 below.
2. Sign the document by double clicking the “Public Housing Executive Director” signature line.
3. When completed, save as a word file (do not alter file name).
4. Reply to original email from EHVawards@hud.gov, attach this saved file, and send before May 24, 2021.

Read the PHA options below and indicate the number of EHV vouchers accepted by the PHA.

PHA Options (select a response in the “Choose an item” drop down):

- **Decline, No Vouchers** — PHA does not want any EHV Vouchers.
- **Accept Full Allocation** — PHA wants the full amount as allocated in this letter.
- **Accept Full Allocation, plus more** — PHA wants the full amount as allocated in this letter plus, any additional EHV vouchers that HUD may provide. (HUD expects to have a small amount of additional vouchers to reallocate in early June because of awards declined by other PHAs.)
 - If accepting a full amount **plus more**, up to how many more?
 - **Only if the PHA requests additional** EHV than awarded in this letter, indicate the maximum number of additional vouchers your PHA would accept.
- **Accept, a Lesser Amount** — PHA wants to accept a lesser amount than allocated in this letter, but not less than the minimum allocation of 25 EHV or 15 if your initial allocation was less than 25.
 - If accepting a **lesser amount**, how many?
 - **Only if the PHA is accepting a lesser amount** of EHV than awarded in this letter, indicate the number of vouchers PHA wants to accept, which is less than the award but not less than the applicable minimum allocation.

PHA Accept or Decline Response	
PHA Code	CA011
EHV Award	197
1. PHA options to accept or decline award	Choose an item.
2. If accepting a Full Allocation, plus more , up to how many?	
3. If accepting a Lesser Amount , how many?	

If you have any questions about this process, please email EHV@hud.gov and write “EHV Award Letter Response Assistance” in the subject line.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 18, 2021



**Contra
Costa
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Subject: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT UNDER THE PROJECT BASED VOUCHER PROGRAM FOR THE TERRACES SENIOR APARTMENTS, RICHMOND

RECOMMENDATIONS

AUTHORIZE the Executive Director to execute the Housing Assistance Payments (HAP) contract under the Project-Based Voucher program for the Terraces Senior Apartments located at 2100 Nevin Avenue in Richmond, CA.

BACKGROUND

A housing authority can utilize up to 20% of its Housing Choice Voucher (HCV) funding to “attach” rent subsidies to specific housing units. The attached subsidy is known as a project-based voucher (PBV). PBVs are a component of the HCV program and share most of the same rules and regulations. PBVs are attached to units via a contract with the owner that requires the units be rented to families eligible for the HCV program. While tenants living in a PBV unit may move with regular voucher assistance, the PBV remains attached to the unit and the owner must select another HCV-eligible tenant for that unit. The advantage of PBVs for owners is that the PBV commitment from a housing authority can be used to leverage financing for the construction, rehabilitation or preservation of housing for low-income families by providing a greater cash-flow than the property would otherwise generate. This is because most funding available to owners of affordable projects restricts the rent that can be collected from tenants to an affordable amount that is usually far less than a comparable unit would merit on the open market.

Action of Board On: **05/18/2021** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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ATTESTED: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 19259578028

By: , Deputy

cc:

BACKGROUND (CONT'D)

However, because the HCV program pays market rate rents by subsidizing the difference between an affordable rent for the tenant and the market rate rent for a particular unit, and the PBV program uses this same basic formula, the amount of rent that an owner can collect from a PBV unit is usually significantly higher than otherwise available to the project. This allows the owner to leverage far more financing than if PBVs were not available and thus can be crucial to the success of a given project. The primary advantage of PBVs to a housing authority is that they help increase or preserve the supply of permanent, affordable housing available to both the community and to HCV recipients.

As part of the assumption of the Richmond Housing Authority's (RHA) Housing Choice Voucher (HCV) Program, HACCC took control of a PBV commitment that RHA made to TPC Holdings VI, LLC for PBV assistance for 162 units at 2100 - 2300 Nevin Avenue known as the Terraces. While the other PBV projects assumed by HACCC from RHA were completed and occupied, the Terraces has been under construction for the past two and a half years. After assuming RHA's PBV program, HACCC split the project into two properties so that occupancy for one building could happen without holding up occupancy of the other building while it was still being built. One building is a Senior development that will include 127 PBV units and the other building is a family development that will include 35 PBV units. At this time, only the Terraces Senior Apartments is ready to proceed with occupancy and is being brought before you for authorization to execute the HAP Contract.

FISCAL IMPACT

Approximately \$191,585,288 of funding will be provided to this project over a forty-year span. All funding will be provided as part of HACCC's annual budget from the U. S. Department of Housing and Urban Development (HUD).

CONSEQUENCE OF NEGATIVE ACTION

Should the Board not authorize the executive director to execute the Housing Assistance Payments (HAP) contract under the Project-Based Voucher program for the Terraces Senior Apartments located at 2100 Nevin Avenue in Richmond, CA, the project will not be able to proceed with housing 127 seniors into the property with rental assistance. Further, the entire property could be jeopardized as their funding relies significantly on the receipt of PBVs.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 18, 2021



Contra
Costa
County

Subject: DISPOSITION OF FORMER PUBLIC HOUSING UNITS AT LAS DELTAS

RECOMMENDATIONS

Accept report on the disposition of the Las Deltas Development public housing units and land in North Richmond.

BACKGROUND

The Housing Authority of the County of Contra Costa (HACCC) is nearing the end of the disposition process for HACCC's Las Deltas Development in North Richmond (Las Deltas). The disposition process is defined by the U.S. Department of Housing and Urban Development (HUD) as: the removal of units from the public housing program; the conversion of public housing subsidies to other forms of rental assistance; and the subsequent sale or transfer of public housing property.

The Las Deltas main campus previously contained 214 family housing units, an office and maintenance building, and a building that housed Project Pride (Boys and Girls Club-type programming) and the Young Adult Empowerment Center (workforce development programs). All of these buildings have been demolished. The 11.38-acre main campus currently sits vacant except for one building that is still used by the Head Start program.

Action of Board On: **05/18/2021** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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ATTESTED: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

BACKGROUND (CONT'D)

Staff recommends selling or leasing the main campus to an affordable housing developer(s) to create some mix of affordable and market-rate housing. HACCC will have the developer incorporate a new space for Head Start in their design. If that is not feasible, HACCC will seek HUD's permission to transfer the existing building to Head Start.

In addition to the main campus, the Las Deltas Development contains 38 duplexes and 4 single-family buildings scattered throughout North Richmond. Staff recommends selling 26 of the 38 duplexes at fair market-value in order to recoup some of the money that HACCC spent on the Las Deltas disposition. As staff mentioned at the March 9, 2021 HACCC Board of Commissioner's meeting regarding the budget, the cost of the disposition has placed HACCC in a near-troubled financial status with HUD. In an effort to avoid falling into this classification, staff proposes transferring the remaining 12 duplexes and 4 single-family buildings to local organizations who are prepared to rehabilitate/develop the units and sell them to low-income homebuyers. A preference in the homebuyer program will be given to former residents of the Las Deltas Development, followed by persons who live or work in North Richmond.

Any unit that is sold or transferred for less than fair-market value will be required to house low-income persons ($\leq 80\%$ of area median income) for the next twenty years (or longer depending on other funding). Any unit that is sold at fair-market value or above, HACCC will be required to use those funds for HUD-approved affordable housing purposes.

Attached is a presentation that was given to the community about the proposed process.

FISCAL IMPACT

None. Information item only.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners choose not to approve the proposed plan to dispose of the former public housing units and land at Las Deltas in North Richmond, or an alternative approach, then this project will be delayed until such time as a course of action is approved. This will both delay the community's wish to move the project forward and HACCC's need to sell/transfer the property in order to improve our financial position.

ATTACHMENTS

Las Deltas Community Presentation



Las Deltas and North Richmond Community Meeting

Presented by

Contra Costa County Supervisor John Gioia, District 1

And

Housing Authority of the County of Contra Costa

March 2, 2021

Welcome

➤ Robert Rogers – Supervisor Gioia's Office

- Time
- Housekeeping Issues
- How to ask questions

Vision for North Richmond

What We've Accomplished

➤ Supervisor John Gioia

- MOU-CCC, City of Richmond, CHDC;
- Community Organizations - Proposed plans for scattered sites;
- Quality of Life Plan - Recommendations for future development;
- NR Resilient by Design Plan;
- Urban Tilth Farm & neighborhood-based community gardens/farms;
- Housing-Related Plans and Coordination – CHDC, Richmond Land, RNHS, and more;

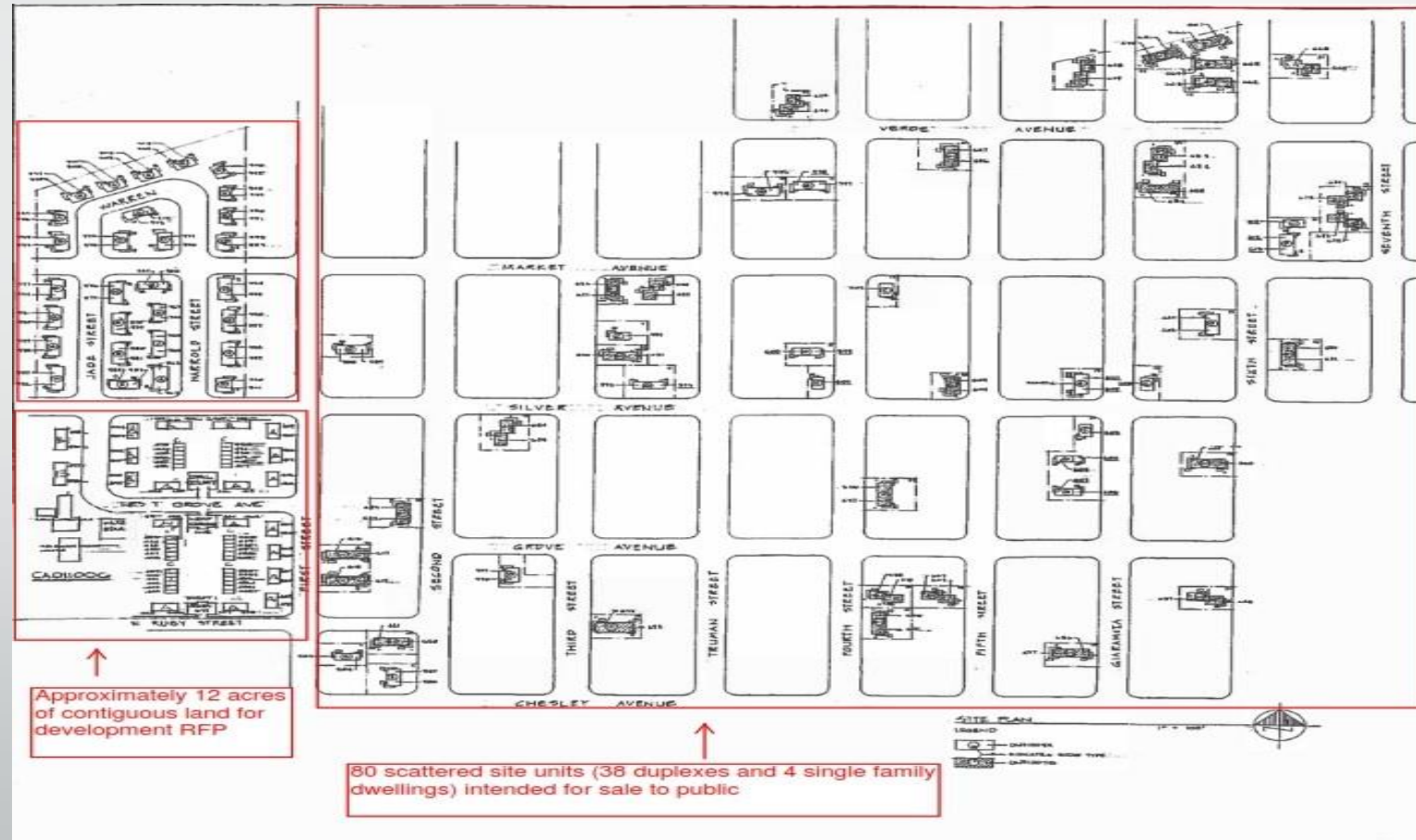


Vision for North Richmond

Our Current Opportunity

- Supervisor John Gioia Comments

Las Deltas Site Map



Las Deltas Public Housing Site

- Originally 214 Units of family housing - 95 Units Occupied / 119 Vacant
 - 134-Unit main campus - 11.38 acres
 - Head Start Building
 - HACCC Office Building
 - Project Pride Building
 - 80 units of scattered site housing on 7.69 acres (38 Duplexes and 4 Single Family Dwellings)

HACCC Continued Presence In North Richmond

- Total of 169 vouchers planned for North Richmond
 - 41 PBVs for Heritage Point Apartments
 - Planned partnership with CHDC for Legacy Courts (25 PBVs)
 - Planned partnership with CHDC for Chesley Apartments (8 PBVs)
 - Continued HCV assistance – 95 for Main Campus development

Redevelopment of Las Deltas Main Site



Redevelopment of Las Deltas Main Site

- Approximately 12 acres are available for development.
- HACCC will be issuing a Request For Proposals (RFP) inviting developers, preferably non-profit housing developers, to submit proposals for the development of the site. Proposers are encouraged to be creative and respectful of the traditions and history of North Richmond when devising plans for the site;
- The main site will be encumbered by a Restrictive Covenant for a period of 20 years from closing which requires that the units may only be rented or sold to families at or below 80% of area median income;
- Any housing units built on the site MUST give priority to former public housing residents of Las Deltas and then North Richmond residents and lastly the general public;
- Main priorities of the RFP are to replace the 134 units demolished on the site, incorporate the existing Head Start building, open space, and some degree of retail space for incubator business development by local residents and retaining comparable levels of affordability for the residents of North Richmond;

Redevelopment of Las Deltas Main Site – Cont'd

- Additional objectives in the RFP include a design and site plan that encourages active use, circulation and resident/community interaction; Incorporating Crime Prevention Through Environmental Design principles; utilizing green building strategies and planning for sustainable project operations; ensuring adequate parking opportunities for residents; obtaining additional solutions for community-serving facilities or businesses;
- The RFP will incorporate ideas put forth in the Quality of Life Plan, CHDC's planning process, the North Richmond MOU and the Resilient By Design competition, among others. Developers who can realistically deliver on the included aspects of these plans will score additional points in the rating process;
- Ownership of the land will be open to negotiation based on proposals submitted and selected. May be ground lease, full sale or other options as presented;

Redevelopment of Las Deltas Main Site – Cont'd

- 95 Project-Based Vouchers (PBV) will be made available to the selected developer for prospective tenant rental assistance;
- All residential housing built on the site will be encouraged to have on-site support services. Developers making services available to residents in their proposals will score more points;
- Selected developer(s) will be required to enter into an Exclusive Negotiating Agreement (ENA) with HACCC to ensure compliance with HUD requirements and follow through on RFP requirements. Failure to follow through with stated commitments may result in rescission of the award and re-posting of the RFP;
- HUD approval is REQUIRED before any transaction can close;
- Selection panel will seek to include HACCC, Supervisor Gioia's office, County DCD, former Las Deltas residents, the North Richmond MAC and other community members. Selection panel will lean toward technical background and may have members beyond those mentioned here;
- Planned for Fall of 2021

SCATTERED SITE SALES/TRANSFERS



FAIR MARKET VALUE SALES

- 26 Duplexes will be available for purchase at Fair Market Value (FMV) – FMV is defined as the HUD-approved appraised market value.
- Priority will be given to former public housing residents of Las Deltas and then North Richmond residents (subject to legal approval) and lastly the general public.
- Any offers below Fair Market Value are subject to rejection.
- HACCC will complete an appraisal and cost estimate to determine FMV. Buyers may choose to commission their own cost estimate and appraisal subject to HUD approval.
- **All units are sold As-Is.**

FAIR MARKET VALUE SALES – Cont'd

- Any and all offers must be in writing and meet California-approved real estate standards when submitted to HACCC's agent.
- All sales will have reversion clauses in the event the buyer fails to renovate and occupy the unit within 24 months from closing (Pending Legal Review).
- HUD approval is **REQUIRED** before any transaction can close.

BELOW FAIR MARKET VALUE SALES

- 12 duplexes and 4 single family dwellings available for purchase through an Invitation for Proposals (IFP). IFP responses will be evaluated by a panel of staff, community leaders and resident leaders.
- Sales are being targeted to organizations capable of rehabilitating or building affordable housing who can then sell them to low-income households at or below 80% of area median income. First time homebuyers will be prioritized in the sale of these refurbished units. HACCC shall maintain a list of eligible candidates the entity shall market the units to.
- All BMV properties will be encumbered by a Restrictive Covenant for a period of 20 years from closing which requires that the units may only be sold to families at or below 80% of area median income.
- Selected organizations **MUST** give priority to former public housing residents of Las Deltas and then North Richmond residents (pending legal review) and lastly the general public. Failure to do so shall void all agreements.

BELOW MARKET VALUE SALES – Cont'd

- Each organization shall be limited to purchasing no more than 5 buildings and must demonstrate the appropriate capacity to renovate and market the units to eligible families.
- Organizations may select any of the duplexes of their choosing from the list of available properties. Each bidder will be required to select one of the 4 SFDs as part of their submission. Remaining duplexes will be sold at market value.
- Organizations will be responsible for all permitting, zoning, environmental and financial requirements of ownership and renovation of the units.
- Selected entities will be required to enter into an Exclusive Negotiating Agreement (ENA) with HACCC to ensure compliance with HUD requirements and follow through on IFP requirements. Failure to follow through with stated commitments may result in rescission of the award and re-marketing of the units for sale to new parties.
- HUD approval is **REQUIRED** before any transaction can close.



Questions?

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 18, 2021



Contra
Costa
County

Subject: AUTHORIZE ADMITTANCE AND WITHDRAWAL OF LIMITED PARTNERS AND WITHDRAWAL OF
 GENERAL PARTNER FOR DEANZA GARDENS

RECOMMENDATIONS

Authorize and adopt Resolution No. 5234 to execute an amendment to the Limited Partnership Agreement for the purposes of admittance and withdrawal of the Limited Partners and withdrawal of a General Partner for DeAnza Gardens.

BACKGROUND

DeAnza Gardens (the "Project") is comprised of 180 units constructed in 2004 – 2005 and funded by a number of resources including Low Income Housing Tax Credits ("LIHTC"). As part of the transaction, DeAnza Garden, L.P., a California limited partnership (the "Partnership") was formed for the purpose of owning, constructing, and operating the Project. DeAnza Housing Corporation was formed as a California nonprofit public benefit corporation to serve as a general partner in the Partnership along with the Housing Authority of the County of Contra Costa ("HACCC"). BCP/DeAnza Gardens, LLC, a Delaware limited liability company and BCCC, Inc., a Massachusetts corporation, are the investor limited partner and the special limited partner of the Partnership, respectively (collectively, the "Limited Partners"), and contributed the LIHTC equity to and received the tax credits from the Project.

Action of Board On: **05/18/2021** ☐ 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: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 19259578028

By: , Deputy

cc:

BACKGROUND (CONT'D)

The Project was placed in service in 2005 and 2006. The compliance period for the LIHTC is fifty-five (55) years from the place-in-service date. The Federal tax credit recapture ("Compliance Period") period expired on December 31, 2019. During the 24 months after the expiration of the Compliance Period, HACCC has a Purchase Option and Right of First Refusal to buy the project from the Partnership.

I. PURCHASE PRICE UNDER PURCHASE OPTION AND RIGHT OF FIRST REFUSAL.

The purchase price for the Property pursuant to the Option (the "Option Price") shall be the greater of the following amounts, subject to the provision set forth hereinbelow:

- a. Debt and Taxes. An amount sufficient (i) to pay all debts, liabilities and obligations of the Partnership upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, including, but not limited to, fees and debts to Partners of the Partnership (or their Affiliates), and (ii) to distribute to the Partners cash proceeds equal to the taxes projected by the Auditors to be imposed on the Partners of the Partnership as a result of the sale pursuant to the Option; or
- b. Fair Market Value. The fair market value of the Property, appraised as low-income housing taking into account the effect on the projected income of the Property as a result of all Use Restrictions to the extent continuation of such use is required under the Use Restrictions, taking into consideration any repairs, improvements or deferred maintenance deemed necessary by a capital needs assessment conducted by a third party inspector selected by the Partnership's regular Auditors, who is experienced in determining capital needs for similar projects in Northern California.

HACCC has determined that the existing mortgage debt plus the long-term outstanding capital needs for DeAnza Gardens exceed the fair market value of the property and, as such, the project has nominal value to the existing investor. HACCC has engaged the services of an industry professional to negotiate a purchase price of a ceremonial ten dollars to purchase the Limited Partners' interests in the Partnership instead of purchasing the Project itself. The Partnership will continue to own the Project, but the Limited Partners will be replaced.

HACCC shall be replacing the Limited Partner interests in the Partnership as the new limited partner and shall withdraw as a general partner. DeAnza Housing Corporation shall remain as the general partner. Moreover, in the near future, HACCC plans to refinance the mortgage loan on the property. At that time, it is anticipated that a new LLC, with HACCC Casa Del Rio, Inc., as its Sole Member, will be created as the ownership entity of the property and the Limited Partnership will be dissolved. This action will ensure that there are minimal tax implications for HACCC under the new management structure.

On May 6, 2021, the Board of Directors for DeAnza Housing Corporation approved a similar resolution authorizing the replacement of the Limited Partner interest in the Partnership and removing HACCC from its role as General Partner so that it could be placed in the role of Limited Partner and DeAnza Housing Corporation would remain as the sole General Partner interest in the Partnership.

This resolution seeks to have HACCC's Board of Commissioners concur with the actions being proposed and permit HACCC to step in as the limited partner interest for this Limited Partnership.

FISCAL IMPACT

The Partnership will disburse to the withdrawing limited partners a disposition fee in the amount of Ten Dollars (\$10) plus any additional distributions or costs required to induce the withdrawing limited partners to exit the Partnership, if any.

CONSEQUENCE OF NEGATIVE ACTION

If the actions to admit the Housing Authority of the County of Contra Costa as the new limited partner and the withdrawal of the current Limited Partners of the Partnership are not approved, then HACCC will lose the rights it has under the Option and Right of First Refusal to purchase the Limited Partnership interests for \$10 and will be forced to purchase the property under the Purchase Option and Right of First Refusal for a much greater amount at a later time in the future.

ATTACHMENTS

Resolution 5234

ROFR

DeAnza BO

DeAnza RES 1001

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
DEANZA GARDENS, L.P.
CORPORATE/PARTNERSHIP AUTHORIZING RESOLUTION NO. 5234
RE: AUTHORIZING ADMITTANCE AND WITHDRAWAL OF LIMITED PARTNERS AND
WITHDRAWAL OF GENERAL PARTNER
(DeAnza)**

At a duly constituted meeting of the Board of Commissioners (the "**Board**") of the Housing Authority of the County of Contra Costa, a public body corporate and politic the "**Housing Authority**"), held on May 18, 2021, the following resolutions were adopted:

WHEREAS, in this resolution, the Board shall be acting on behalf of the Housing Authority: (i) on its own behalf and (ii) as a general partner of DeAnza Gardens, L.P., a California limited partnership (the "**Partnership**");

WHEREAS, the Housing Authority is a general partner of the Partnership along with DeAnza Housing Corporation, a California nonprofit public benefit corporation;

WHEREAS, BCP/DeAnza Gardens, LLC, a Delaware limited liability company, is the investor limited partner of the Partnership (the "**Investor Limited Partner**"), and BCCC, Inc., a Massachusetts corporation, is the special limited partner of the Partnership (the "**Special Limited Partner**"), and collectively with the Investor Limited Partner, the "**Withdrawing Limited Partners**");

WHEREAS, the Partnership was formed for the purpose of owning, constructing and operating an affordable rental housing project known as DeAnza Gardens Apartments (the "**Project**");

WHEREAS, the Housing Authority desires to withdraw from the Partnership as a general partner and enter the Partnership as the limited partner;

WHEREAS, the Partnership will disburse to the Withdrawing Limited Partners a disposition fee in the amount of Ten Dollars (\$10) plus any additional distributions or costs required to induce the Withdrawing Limited Partners to exit the Partnership, if any (the "**LP Exit Costs**");

WHEREAS, the Withdrawing Limited Partners desire to assign their respective interests and withdraw from the Partnership; and

WHEREAS, the Board desires for the Housing Authority and the Partnership to enter into any and all documents necessary to admit the Housing Authority as the limited partner, to allow the Housing Authority to withdraw as a general partner, to allow the Withdrawing Limited Partners to assign their interests and withdraw as the limited partners of the Partnership, and to distribute the LP Exit Costs, including but not limited to, a transfer agreement, an assignment and assumption of partnership interests and second amendment to the second amended and restated agreement of limited partnership, and any other types of agreements or documents necessary to admit the Housing Authority as the limited partner and allow the Housing Authority

to withdraw as a general partner, allow the Withdrawing Limited Partners to assign their interests and withdraw, and to pay the LP Exit Costs (collectively, the "**Documents**").

NOW, THEREFORE, BE IT RESOLVED: That the Partnership shall admit the Housing Authority as the limited partner, allow the Housing Authority to withdraw as a general partner, distribute the LP Exit Costs, and allow the Withdrawing Limited Partners to assign their interests and withdraw as the limited partners.

FURTHER RESOLVED: That the Housing Authority in its own capacity and/or in its capacity as the general partner of the Partnership, shall enter into the Documents.

FURTHER RESOLVED: That Joseph Villarreal, Executive Director of the Housing Authority, or any other officer of the Housing Authority, acting alone on behalf of the Housing Authority, in its own capacity, and in its capacity as the general partner of the Partnership, is authorized, empowered and directed to: (i) take any and all necessary actions, and execute any and all necessary documents in its own capacity and in its capacity as the general partner of the Partnership, including, but not limited to, the Documents; (ii) take any further actions necessary to admit the Housing Authority as the limited partner, allow the Housing Authority to withdraw as a general partner, and allow the Withdrawing Limited Partners to assign their interests and withdraw; (iii) take any further actions necessary to pay the LP Exit Costs, and (iv) do all other activities contemplated by this Resolution or otherwise necessary to cause the admittance of the Housing Authority as the limited partner, withdrawal of the Housing Authority as a general partner, withdrawal of the Withdrawing Limited Partners from the Partnership, and payment of the LP Exit Costs.

FURTHER RESOLVED: That Joseph Villarreal, Executive Director of the Housing Authority, or any other officer of the Housing Authority, acting alone on behalf of the Housing Authority in its own capacity and in its capacity as the general partner of the Partnership, is authorized, empowered and directed to execute any other form of resolution required by a lender, investor, or other third party, if determined by an officer of the Housing Authority, with the advice of counsel, to be substantially equivalent to this form of resolution.

RESOLVED FURTHER: That to the extent that any actions authorized herein have already been performed, such actions are ratified and approved.

[Remainder of Page Intentionally Blank]

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution adopted by the Board of Commissioners at a meeting of the Housing Authority, and that said Resolution is in full force and effect.

Dated: May 18, 2021

By: _____
Joseph Villarreal, Secretary

**PURCHASE OPTION AND
RIGHT OF FIRST REFUSAL AGREEMENT**

This Agreement is made as of June 27, 2003, by and between DEANZA GARDENS, L.P., a California limited partnership (the "Partnership"), HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, a public body, corporate and politic ("Grantee"), and DEANZA HOUSING CORPORATION, a California nonprofit public benefit corporation ("DHC") (DHC and Grantee are hereinafter collectively referred to as the "General Partners"), and is consented to hereinbelow by BCP/DEANZA GARDENS, LLC, a Delaware limited liability company ("Investment Limited Partner"), and by BCCC, INC., a Massachusetts corporation ("BCCC"), the limited partners of the Partnership (collectively, the "Consenting Limited Partners").

WHEREAS, the General Partners and the Consenting Limited Partners, concurrently with the execution and delivery of this Agreement, are entering into that certain Second Amended and Restated Agreement of Limited Partnership dated as of the date hereof (the "Partnership Agreement") continuing the Partnership by amending and restating a prior partnership agreement; and

WHEREAS, Grantee has been instrumental in the development of the Property, as described in the Partnership Agreement, and will continue to provide services to the Partnership in connection with the continuation of the Partnership for the further development of the Apartment Complex; and

WHEREAS, the Apartment Complex is or will be subject to a governmental agency regulatory agreement (the "Regulatory Agreement") restricting its use to low-income housing (such use restrictions under the Regulatory Agreement being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, the General Partners desire to provide for the continuation of the Apartment Complex as low-income housing upon termination of the Partnership by Grantee purchasing the Apartment Complex at the applicable price determined under this Agreement and operating the Apartment Complex in accordance with the Use Restrictions; and

WHEREAS, as a condition precedent to the formation or continuation of the Partnership pursuant to the Partnership Agreement, the General Partners have negotiated and required that the Partnership shall execute and deliver this Agreement in order to provide for such low-income housing, and the Consenting Limited Partners have consented to this Agreement in order to induce the General Partners to execute and deliver the Partnership Agreement;

NOW, THEREFORE, in consideration of the execution and delivery of the Partnership Agreement and the payment by the Grantee to the Partnership of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Option. The Partnership hereby grants to Grantee an option (the "Option") to purchase the real estate, fixtures, and personal property comprising the Apartment

Complex or associated with the physical operation thereof, located at the Apartment Complex and owned by the Partnership at the time of purchase (the "Property"), for a period of twenty-four (24) months (the "Option Period") following the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Apartment Complex (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to the exercise of the Option specified herein. The Apartment Complex real estate is legally described in Exhibit A attached hereto and made a part hereof.

2. Grant of Refusal Right. In the event that the Partnership receives a bona fide offer to purchase the Property (other than under the circumstances described in paragraph 1), which offer the Partnership intends to accept, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") for a period of twenty-four (24) months (the "Refusal Right Period") following the close of the Compliance Period, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed, or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Paragraph 11 hereof, whichever first occurs, a qualified recipient of the Refusal Right under Section 42(i)(7)(A) of the Code, and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 11 hereof meeting the requirements of Section 42(i)(7)(a) of the code. Prior to accepting any such bona fide offer to purchase the Property, the Partnership shall notify Grantee, the General Partners, and the Consenting Limited Partners of such offer and deliver to each of them a copy thereof. The Partnership shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Paragraph 6 hereof.

3. Purchase Price Under Option. The purchase price for the Property pursuant to the Option (the "Option Price") shall be the greater of the following amounts, subject to the provision set forth hereinbelow:

(a) Debt and Taxes. An amount sufficient (i) to pay all debts, liabilities and obligations of the Partnership upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, including, but not limited to, fees and debts to Partners of the Partnership (or their Affiliates), and (ii) to distribute to the Partners cash proceeds equal to the taxes projected by the Auditors to be imposed on the Partners of the Partnership as a result of the sale pursuant to the Option; or

(b) Fair Market Value. The fair market value of the Property, appraised as low-income housing taking into account the effect on the projected income of the Property as a result of all Use Restrictions to the extent continuation of such use is required under the Use Restrictions, taking into consideration any repairs, improvements or deferred maintenance deemed necessary by a capital needs assessment conducted by a third party

inspector selected by the Partnership's regular Auditors, who is experienced in determining capital needs for similar projects in Northern California; provided, however, unless such procedure is determined at the time the Option is exercised to be unreasonable, the fair market value so determined shall not be greater than the capitalized value of the future income stream, taking into account the effect on the projected income of the Property of all Use Restrictions to the extent continuation of such use is required under the Use Restrictions using a capitalization rate of two percent (2%) over the Fannie Mae thirty (30) day-forward commitment rate for thirty (30) year, fully amortized multifamily loans. Any such appraisal is to be made by a licensed appraiser selected by the Partnership's regular Auditors, who is a Member of the Appraiser Institute and who has experience in low-income housing in the geographic area in which such Property is located and is to be paid for by the Partnership; provided, however, that if prior to exercise of the Option the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Partnership, the applicability of which ruling shall be determined in the judgment of tax counsel to the Consenting Limited Partners, or tax counsel approved by the Consenting Limited Partners has issued an opinion letter, concluding that property of the nature and use of the Property may be sold under circumstances described in this Agreement at the price determined under Section 42(i)(7)(B) of the Code without limiting tax credits or deductions that would otherwise be available to the Consenting Limited Partners, then the Option Price shall be such price.

4. Purchase Price Under Refusal. The purchase price for the Property pursuant to the Refusal Right shall be lesser of (a) the purchase price set forth in the bona fide offer to purchase the Property or (b) the minimum purchase price set forth in Section 42(i)(7)(B) of the Code, which generally is equal to the sum of (x) an amount sufficient to pay all debts and liabilities of the Partnership upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right, and (y) an amount sufficient to distribute to the Partners cash proceeds equal to the taxes projected to be imposed on the Partners of the Partnership as a result of the sale pursuant to the Refusal Right.

5. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on the following:

(a) General Partners. Grantee shall have remained in good standing as a General Partner of the Partnership without the occurrence of any event described in Section 4.5(a)(iii) of the Partnership Agreement after giving effect to the curative provisions applicable thereto; and

(b) Regulatory Agreement. Either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Partnership, such Use Restrictions shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under Paragraph 10 hereof.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating the Option or the Refusal Right

under this Paragraph 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. Exercise of Option or Refusal Right. The Option and the Refusal Right each may be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Option or the Refusal Right to the Partnership and each of its Partners in the manner provided in the Partnership Agreement and in compliance with the requirements of this Paragraph 6, and (b) complying with the contract and closing requirements of Paragraph 9 hereof. Any such notice of intent to exercise the Option shall be given during the period commencing one (1) year prior to the expiration of the Compliance Period and terminating at the end of the Option Period. Any such notice of intent to exercise the Refusal Right shall be given within ninety (90) days after Grantee has received the Partnership's notice of a bona fide offer pursuant to Paragraph 2 hereof. In either case, the notice of intent shall specify a closing date within one hundred twenty (120) days immediately following the date of exercise. If the foregoing requirements (including those of Paragraph 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice shall expire and be of no further force or effect, provided that in the event that the Option and the Refusal Right are hereafter held by different parties by reason of any permitted assignment or otherwise, Grantee in its assignment or such parties by written agreement may specify any other order of priority consistent with the other terms and conditions of this Agreement.

7. Determination of Price. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, the Partnership and Grantee shall follow the procedure set forth in this Agreement for determining the Option Price or the Refusal Right Price, as applicable, for the Property (the "Purchase Price"). Any such agreement shall be subject to the prior written consent of the Consenting Limited Partners, which shall not be withheld as to any Purchase Price determined properly in accordance with this Agreement. In the event Grantee for any reason withdraws or discontinues its exercise of the Option or the Refusal Right, it shall pay any and all expenses of accounting, appraisal, and arbitration incurred in the determination of the Purchase Price and any expenses incurred in the preparation of a purchase contract as provided hereinbelow, including without limitation reasonable legal fees of the Partnership and the Consenting Limited Partners in connection with any such arbitration and contract.

8. Arbitration. In the event of any dispute hereunder, each of Grantee, the General Partners, the Consenting Limited Partners, and any other Partners of the Partnership who are in disagreement shall exercise best efforts in good faith to agree on a single arbitrator to act hereunder. Such arbitrator shall conduct proceedings in the geographic area in which the Property is located, according to such procedures as the arbitrator shall designate, provided that they are fair and do not violate the Uniform Arbitration Act if and as adopted by the state in which the Property is located or any similar act that may apply. In the absence of an agreement by such parties on a single arbitrator or on any other method of arbitration, such dispute shall be submitted for arbitration in accordance with the applicable rules of the American Arbitration Association.

In any event, the arbitrator(s) appointed hereunder shall have all of the jurisdiction and powers of courts of law and equity in civil matters. The parties to such arbitration hereby agree to accept any decision or award made by the arbitrators in accordance with arbitration proceedings conducted pursuant hereto, and the same shall be final and binding on such parties. Any such decision or award may be enforced, and judgment thereon may be entered, by any court of competent jurisdiction. All fees and expenses of such arbitration proceedings, including both those of the arbitrator(s) and reasonable attorneys' fees of counsel for the respective parties to arbitration, shall be paid by the party or parties against whom the decision or award is rendered or as may otherwise be determined to be equitable by the arbitrators. In the event any disagreeing party fails to appoint an arbitrator who is able and willing to serve hereunder within twenty (20) days after any demand for arbitration by any other party or fails to proceed in good faith with arbitration proceedings hereunder, the other parties may each at its option take any action available to them in law or equity in any court of competent jurisdiction.

9. Contract and Closing. Upon determination of the Purchase Price for the Property, the Partnership and Grantee shall execute escrow instructions legally consistent with this Agreement, and attach any notices or statements required under federal or state law applicable to the transaction for the purchase and sale of such Property in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which such Property is located, providing for a closing not later than the date specified in the Grantee's notice of intent to exercise the Option or the Refusal Right, as applicable, or ninety (90) days after the Purchase Price has been determined whichever is later. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Property or another mutually acceptable title company.

10. Use Restrictions. In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee hereby agrees that the deed granting the Property to Grantee shall contain a covenant running with the land, restricting use of the Property to low-income housing to the extent required by those Use Restrictions contained in the Regulatory Agreement. All provisions relating to the Use Restrictions contained in such deed and in this Agreement shall be subject and subordinate to any third-party liens encumbering the Property.

The deed to Grantee shall be subject to the prior written approval of the Consenting Limited Partners, which shall not be unreasonably withheld. In the absence of a deed conforming to the requirements of this Agreement, the provisions of this Agreement shall run with the land. In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then, subject to the approval of the Special Limited Partner, upon conveyance of the Property to anyone other than Grantee or its Permitted Assignee hereunder, the foregoing provisions shall terminate and have no further force or effect.

11. Assignment. Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Property (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Property as low-income housing in accordance with the

Use Restrictions, in any case subject to the prior written consent of the Special Limited Partner, and subject in any event to the conditions precedent to the Refusal Right and the Option set forth in Paragraphs 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Partnership, DHC as a General Partner, and the Consenting Limited Partners. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to the Partnership, DHC as a General Partner, and the Consenting Limited Partners. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

12. Legal Fees. The non-prevailing party shall pay on demand all reasonable fees and expenses incurred by the prevailing party in any dispute not resolved by arbitration.

13. Reformation as a Redemption. Notwithstanding the foregoing, Grantee, as a General Partner of the Partnership, shall have the option to reform this Agreement to provide for a redemption by the Partnership of the Consenting Limited Partners' Interest in the Partnership in lieu of a purchase by Grantee of the Property; provided, however, that the economic, tax and material consequences of the transaction for the Consenting Limited Partners shall not be altered thereby, and that any such reformation shall require execution by the Partnership and any other General Partner of all documentation and the prior written consent of the Consenting Limited Partners to all documentation. In connection with any such redemption, Grantee shall be entitled to appoint a substitute general partner to the Partnership if necessary for the purpose of causing the Partnership to have a minimum of two partners at all times.

14. Miscellaneous. This Agreement shall be liberally construed in accordance with the laws of the State of California in order to effectuate the purposes of this Agreement. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement. This Agreement and the Option and Refusal Right provided for herein are subordinate to all rights of California Community Reinvestment Corporation under the deed(s) of trust securing its loan(s) to the Partnership.

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

PARTNERSHIP:

DEANZA GARDENS, L.P., a California limited partnership, by its general partners

DEANZA HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Rudy Tamayo, Executive Director

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

By: _____
Rudy Tamayo, Deputy Executive Director

GRANTEE:

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


By: _____
Rudy Tamayo, Deputy Executive Director

The undersigned hereby consents to the foregoing Agreement as of the date first set forth hereinabove.

BCP/DEANZA GARDENS, LLC, a Delaware limited liability company, by its manager, BCCC, Inc., a Massachusetts corporation

By: 
Marc N. Teal, Senior Vice President

BCCC, Inc., a Massachusetts corporation


By: 
Marc N. Teal, Senior Vice President

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

PARTNERSHIP:

DEANZA GARDENS, L.P., a California limited partnership, by its general partners

DEANZA HOUSING CORPORATION, a California nonprofit public benefit corporation

By: 
Rudy Tamayo, Executive Director

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

By: 
Rudy Tamayo, Deputy Executive Director

GRANTEE:

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

By: 
Rudy Tamayo, Deputy Executive Director

The undersigned hereby consents to the foregoing Agreement as of the date first set forth hereinabove.

BCP/DEANZA GARDENS, LLC, a Delaware limited liability company, by its manager, BCCC, Inc., a Massachusetts corporation

By: _____
Marc N. Teal, Senior Vice President

BCCC, Inc., a Massachusetts corporation

By: _____
Marc N. Teal, Senior Vice President

Acknowledgments

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20__, before me, the undersigned, personally appeared Rudy Tamayo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(notarial seal)

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On June 25, 2008, before me, the undersigned, personally appeared Marc N. Teal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

(notarial seal)

EXHIBIT A

LEGAL DESCRIPTION OF
PROJECT REAL ESTATE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

John T. Haygood, Esq.
Goldfarb & Lipman
1300 Clay Street, Ninth Floor
City Center Plaza
Oakland, CA 94612

(Space Above This Line For Recorder's Use)

**MEMORANDUM OF PURCHASE OPTION
AND RIGHT OF FIRST REFUSAL AGREEMENT**

This Memorandum of Purchase Option and Right of First Refusal Agreement ("Memorandum") is entered into as of June ____, 2003 by and among DEANZA GARDENS, L.P., a California limited partnership (the "Partnership"), HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, a public body, corporate and politic (the "Grantee"), and DEANZA HOUSING CORPORATION, a California nonprofit public benefit corporation, and is consented to herein below by BCP/DEANZA GARDENS, LLC, a Delaware limited liability company, (the "Investor Limited Partner") and by BCCC, INC., a Massachusetts corporation (the "Special Limited Partner"), the limited partners of the Partnership (collectively, the "Consenting Limited Partners") with respect to that certain Purchase Option and Right of First Refusal Agreement ("Agreement") dated as of June ____, 2003, between the Partnership and the Grantee and consented to by the Consenting Limited Partners.

Pursuant to the Agreement, Partnership has granted to Grantee a purchase option and right of first refusal, on the terms and conditions stated in the Agreement, to purchase the real estate, fixtures, and personal property comprising the Apartment Complex or associated with the physical operation thereof, located at the Apartment Complex and owned by the Partnership at the time of purchase (the "Property"), located in Bay Point, Contra Costa County, California, and known as DeAnza Gardens, more particularly described in Exhibit A attached hereto, for a period of twenty-four (24) months (the "Option Period") following the close of the compliance period for the low-income housing tax credit for the Apartment Complex (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986.

This Memorandum shall incorporate all of the terms and provisions of the Agreement as though fully set forth herein.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Agreement, of which this is a memorandum.

This Memorandum may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

PARTNERSHIP:


DEANZA GARDENS, L. P., a California Limited Partnership, by its general partners

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

By: 

Its: Deputy Executive Director

DEANZA HOUSING CORPORATION a California nonprofit public benefit corporation

By: 

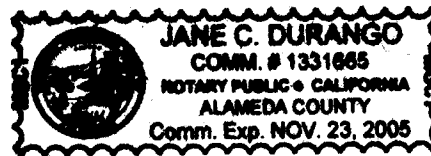
Its: Executive Director

Acknowledgments

STATE OF CALIFORNIA)
)ss
COUNTY OF ALAMEDA)

On June, 2003, before me, Jane C. Durango, a notary public, personally appeared Rudy Tamayo personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



To: DEANZA HOUSING CORPORATION BOARD OF DIRECTORS

From: ELIZABETH CAMPBELL, DEANZA HOUSING CORPORATION

Date: May 6, 2021

**Subject: AUTHORIZE ADMITTANCE AND WITHDRAWAL OF LIMITED PARTNERS AND
WITHDRAWAL OF GENERAL PARTNER FOR DEANZA GARDENS**



I. RECOMMENDED ACTION:

Authorize and adopt DeAnza Housing Corporation Resolution No. 1001 to execute an amendment to the Limited Partnership Agreement for the purposes of admittance and withdrawal of the Limited Partners and withdrawal of a General Partner for DeAnza Gardens;

II. FINANCIAL IMPACT:

The Partnership will disburse to the withdrawing limited partners a disposition fee in the amount of Ten Dollars (\$10) plus any additional distributions or costs required to induce the withdrawing limited partners to exit the Partnership, if any.

III. REASONS FOR RECOMMENDATION/BACKGROUND:

DeAnza Gardens (the "Project") is comprised of 180 units constructed in 2004 – 2005 and funded by a number of resources including Low Income Housing Tax Credits ("LIHTC"). As part of the transaction, DeAnza Garden, L.P., a California limited partnership (the "Partnership") was formed for the purpose of owning, constructing, and operating the Project. DeAnza Housing Corporation was formed as a California nonprofit public benefit corporation to serve as a general partner in the Partnership along with the Housing Authority of the County of Contra Costa ("HACCC"). BCP/DeAnza Gardens, LLC, a Delaware limited liability company and BCCC, Inc., a Massachusetts corporation, are the investor limited partner and the special limited partner of the Partnership, respectively (collectively, the "Limited Partners"), and contributed the LIHTC equity to and received the tax credits from the Project.

The Project was placed in service in 2005 and 2006. The compliance period for the LIHTC is fifty-five (55) years from the place-in-service date. The Federal tax credit recapture ("Compliance Period") period expired on December 31, 2019. During the 24 months after the expiration of the Compliance Period, HACCC has a Purchase Option and Right of First Refusal to buy the project from the Partnership.

IV. PURCHASE PRICE UNDER PURCHASE OPTION AND RIGHT OF FIRST REFUSAL.

The purchase price for the Property pursuant to the Option (the "Option Price") shall be the greater of the following amounts, subject to the provision set forth hereinbelow:

- (a) Debt and Taxes. An amount sufficient (i) to pay all debts, liabilities and obligations of the Partnership upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, including, but not limited to, fees and debts to Partners of the Partnership (or their Affiliates), and (ii) to distribute to the Partners cash proceeds equal to the taxes projected by the Auditors to be imposed on the Partners of the Partnership as a result of the sale pursuant to the Option; or

- (b) Fair Market Value. The fair market value of the Property, appraised as low-income housing taking into account the effect on the projected income of the Property as a result of all Use Restrictions to the extent continuation of such use is required under the Use Restrictions, taking into consideration any repairs, improvements or deferred maintenance deemed necessary by a capital needs assessment conducted by a third party inspector selected by the Partnership's regular Auditors, who is experienced in determining capital needs for similar projects in Northern California.

HACCC has determined that the existing mortgage debt plus the long-term outstanding capital needs for DeAnza Gardens exceed the fair market value of the property and, as such, the project has nominal value to the existing investor. HACCC has engaged the services of an industry professional to negotiate a purchase price of a ceremonial ten dollars to purchase the Limited Partners' interests in the Partnership instead of purchasing the Project itself. The Partnership will continue to own the Project, but the Limited Partners will be replaced.

HACCC shall be replacing the Limited Partner interests in the Partnership as the new limited partner and shall withdraw as a general partner. DeAnza Housing Corporation shall remain as the general partner. Moreover, in the near future, HACCC plans to refinance the mortgage loan on the property. At that time, it is anticipated that a new LLC, with HACCC Casa Del Rio, Inc as its Sole Member, will be created as the ownership entity of the property and the Limited Partnership will be dissolved.

V. CONSEQUENCES OF NEGATIVE ACTION:

If the actions to admit the Housing Authority of the County of Contra Costa as the new limited partner and the withdrawal of the current Limited Partners of the Partnership are approved, then HACCC will lose the rights it has under the Option and Right of First Refusal to purchase the Limited Partnership interests for \$10 and will be forced to purchase the property under the Purchase Option and Right of First Refusal for a much greater amount.

VI. ATTACHMENTS:

- Resolution Authorizing Admittance and Withdrawal of Limited Partners and Withdrawal Of General Partner For DeAnza Gardens
- Purchase Option and Right of First Refusal

DEANZA HOUSING CORPORATION
DEANZA GARDENS, L.P.
CORPORATE/PARTNERSHIP AUTHORIZING RESOLUTION NO. 1001
RE: AUTHORIZING ADMITTANCE AND WITHDRAWAL OF LIMITED PARTNERS AND
WITHDRAWAL OF GENERAL PARTNER
(DeAnza)

At a duly constituted meeting of the Board of Directors (the "**Board**") of DeAnza Housing Corporation, a California nonprofit public benefit corporation (the "**Corporation**"), held on May 6, 2021, the following resolutions were adopted:

WHEREAS, in this resolution, the Board shall be acting on behalf of the Corporation: (i) on its own behalf and (ii) as a general partner of DeAnza Gardens, L.P., a California limited partnership (the "**Partnership**");

WHEREAS, the Corporation is a general partner of the Partnership along with the Housing Authority of the County of Contra Costa, a public body, corporate and politic (the "**Housing Authority**");

WHEREAS, BCP/DeAnza Gardens, LLC, a Delaware limited liability company, is the investor limited partner of the Partnership (the "**Investor Limited Partner**"), and BCCC, Inc., a Massachusetts corporation, is the special limited partner of the Partnership (the "**Special Limited Partner**"), and collectively with the Investor Limited Partner, the "**Withdrawing Limited Partners**");

WHEREAS, the Partnership was formed for the purpose of owning, constructing and operating an affordable rental housing project known as DeAnza Gardens Apartments (the "**Project**");

WHEREAS, the Housing Authority desires to withdraw from the Partnership as a general partner and enter the Partnership as the limited partner;

WHEREAS, the Partnership will disburse to the Withdrawing Limited Partners a disposition fee in the amount of Ten Dollars (\$10) plus any additional distributions or costs required to induce the Withdrawing Limited Partners to exit the Partnership, if any (the "**LP Exit Costs**");

WHEREAS, the Withdrawing Limited Partners desire to assign their respective interests and withdraw from the Partnership; and

WHEREAS, the Board desires for the Corporation and the Partnership to enter into any and all documents necessary to admit the Housing Authority as the limited partner, to allow the Housing Authority to withdraw as a general partner, to allow the Withdrawing Limited Partners to assign their interests and withdraw as the limited partners of the Partnership, and to distribute the LP Exit Costs, including but not limited to, a transfer agreement, an assignment and assumption of partnership interests and second amendment to the second amended and restated agreement of limited partnership, and any other types of agreements or documents necessary to

admit the Housing Authority as the limited partner and allow the Housing Authority to withdraw as a general partner, allow the Withdrawing Limited Partners to assign their interests and withdraw, and to pay the LP Exit Costs (collectively, the "**Documents**").

NOW, THEREFORE, BE IT RESOLVED: That the Partnership shall admit the Housing Authority as the limited partner, allow the Housing Authority to withdraw as a general partner, distribute the LP Exit Costs, and allow the Withdrawing Limited Partners to assign their interests and withdraw as the limited partners.

FURTHER RESOLVED: That the Corporation in its own capacity and/or in its capacity as the general partner of the Partnership, shall enter into the Documents.

FURTHER RESOLVED: That Joseph Villarreal, President of the Corporation, or any other officer of the Corporation, acting alone on behalf of the Corporation, in its own capacity, and in its capacity as the general partner of the Partnership, is authorized, empowered and directed to: (i) take any and all necessary actions, and execute any and all necessary documents in its own capacity and in its capacity as the general partner of the Partnership, including, but not limited to, the Documents; (ii) take any further actions necessary to admit the Housing Authority as the limited partner, allow the Housing Authority to withdraw as a general partner, and allow the Withdrawing Limited Partners to assign their interests and withdraw; (iii) take any further actions necessary to pay the LP Exit Costs, and (iv) do all other activities contemplated by this Resolution or otherwise necessary to cause the admittance of the Housing Authority as the limited partner, withdrawal of the Housing Authority as a general partner, withdrawal of the Withdrawing Limited Partners from the Partnership, and payment of the LP Exit Costs.

FURTHER RESOLVED: That Joseph Villarreal, President of the Corporation, or any other officer of the Corporation, acting alone on behalf of the Corporation in its own capacity and in its capacity as the general partner of the Partnership, is authorized, empowered and directed to execute any other form of resolution required by a lender, investor, or other third party, if determined by an officer of the Corporation, with the advice of counsel, to be substantially equivalent to this form of resolution.

RESOLVED FURTHER: That to the extent that any actions authorized herein have already been performed, such actions are ratified and approved.

[Remainder of Page Intentionally Blank]

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution adopted by the Board of Directors at a meeting of the above-mentioned Corporation, and that said Resolution is in full force and effect.

Dated: May 6, 2021

By:


Kenneth Bartlett, Secretary

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: May 18, 2021



Contra
Costa
County

Subject: INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2021

RECOMMENDATIONS

RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending March 31st, 2021.

BACKGROUND

California Government Code (CGC) Section 53646 requires the Housing Authority of the County of Contra Costa (HACCC) to present the Board of Commissioners with a quarterly investment report that provides a complete description of HACCC's portfolio. The report is required to show the issuers, type of investments, maturity dates, par values (equal to market value here) and the current market values of each component of the portfolio, including funds managed by third party contractors. It must also include the source of the portfolio valuation (in HACCC's case it is the issuer). Finally, the report must provide certifications that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and; (2) HACCC will meet its expenditure obligations for the next six months. (CGC 53646(b)).

The state-mandated report has been amended to indicate the amount of interest earned and how the interest was allocated. The amended report is attached.

Action of Board On: **05/18/2021** ☐ 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: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONT'D)

In summary, HACCC had \$22,923.06 in interest earnings for the quarter ending March 31st, 2021. That interest was earned within discrete programs and most of the interest earned is available only for use within the program which earned the interest. Further, interest earnings may be restricted to specific purposes within a given program.

The Housing Choice Voucher Program reserve as of 12/31/2013 held in cash and investments was transitioned to HUD held program reserve account.

Non-restricted interest earnings within both the voucher and public housing programs must be used solely within those programs, but such interest earnings can be used for a wider range of purposes within the individual programs. The interest earned in the State and Local fund can be used for any purpose within HACCC's scope of operations.

The interest earned for the quarter ending March 31st, 2021 is shown below. A more detailed report is attached.

Public Housing	Housing Choice Voucher Fund		Central Office	State & Local
Unrestricted Interest Earned	Restricted Interest Earned	Unrestricted Interest Earned	Unrestricted Interest Earned	Unrestricted Interest Earned
\$9,857.11		\$7,397.26	\$2,149.64	\$3,519.05

FISCAL IMPACT

None. For reporting purposes only.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to accept the investment report it would result in an audit finding of non-compliance and could ultimately affect future funding from the U.S. Department of Housing and Urban Development (HUD).

ATTACHMENTS

Investment Report

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

INVESTMENT REPORT : PORTFOLIO HOLDINGS BY TYPE

For Period Ending: 3/31/2021

Issuer	Investment Type	Amount Invested	Yield	Investment Date	Maturity Date	Estimated Value@ Maturity Date
Cantella & Company						
Prime Fund Capital Reserves (Cash)	Money Market	38,964.66	0.01%	ongoing	ongoing	38,964.66
Discover Bank	Certificate of Deposit	105,000.00	2.250%	1/11/17	1/11/22	116,818.97
Federal Farm Credit Bank	Govt Agency	105,000.00	2.030%	2/10/17	2/03/22	115,622.46
Everbank	Certificate of Deposit	247,000.00	2.150%	4/28/17	4/28/22	273,567.05
Capital One , NA	Certificate of Deposit	100,000.00	2.300%	5/10/17	5/10/22	111,506.30
Capital One , NA	Certificate of Deposit	110,000.00	2.300%	5/10/17	5/10/22	122,656.93
Goldman Sachs	Certificate of Deposit	149,000.00	2.400%	6/07/17	6/07/22	166,889.80
Capital One Bank, USA	Certificate of Deposit	220,000.00	2.250%	9/20/17	9/20/22	244,763.56
Barclays Bank Delaware	Certificate of Deposit	247,000.00	2.250%	9/27/17	9/27/22	274,802.73
Discover Bank	Certificate of Deposit	140,000.00	2.550%	12/28/17	12/28/22	157,859.78
Morgan Stanley Bank	Certificate of Deposit	150,000.00	2.650%	1/11/18	1/11/23	169,885.89
Sally Mae Bank	Certificate of Deposit	173,000.00	2.650%	2/08/18	2/08/23	195,935.06
Citi Bank NA	Certificate of Deposit	100,000.00	3.100%	5/04/18	5/04/23	115,508.49
Goldman Sacs	Certificate of Deposit	100,000.00	3.300%	7/25/18	7/25/23	116,509.04
Commenty Capital Bank	Certificate of Deposit	120,000.00	3.250%	8/13/18	8/14/23	139,521.37
Citi Bank NA	Certificate of Deposit	145,000.00	3.000%	2/15/19	2/15/24	166,761.92
Morgan Stanley Private Bank	Certificate of Deposit	160,000.00	2.200%	7/25/19	7/25/24	177,619.29
State Bank of India	Certificate of Deposit	140,000.00	1.100%	5/28/20	5/28/25	147,704.22
Texas Exchange Bank	Certificate of Deposit	105,000.00	1.000%	6/19/20	6/19/25	110,252.88
J P Morgan Chase Bank	Certificate of Deposit	105,000.00	0.500%	10/30/20	10/30/25	107,626.44
J P Morgan Chase Bank	Certificate of Deposit	130,000.00	0.350%	1/20/21	1/20/26	132,276.25
GRAND TOTALS		2,889,964.66				3,203,053.08

L.A.I.F. (Acct # 25-07-003)	Liquid Account	107,442.42	0.44%	ongoing	ongoing	107,442.42
De Anza Gardens, LP	Loan	1,000,000.00	3.00%			1,000,000.00
GRAND TOTALS		3,997,407.08				4,310,495.50

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

INVESTMENT REPORT BY FUND

For Period Ending 3/31/2021

Issuer	Amount Invested	Amount Invested by Fund:				
		Public Housing	Management	Central Office	Housing Choice Voucher	Rental Rehabilitation
Cantella & Company						
Prime Fund Capital Reserves (Cash)	38,964.66	16,971.70	16,995.98	4,996.98		
Discover Bank	105,000.00			105,000.00		
Federal Farm Credit Bank	105,000.00	105,000.00				
Everbank	247,000.00	247,000.00				
Capital One , NA	100,000.00	100,000.00				
Capital One , NA	110,000.00			110,000.00		
Goldman Sachs	149,000.00	149,000.00				
Capital One Bank, USA	220,000.00	220,000.00				
Barclays Bank Delaware	247,000.00	247,000.00				
Discover Bank	140,000.00	140,000.00				
Morgan Stanley Bank	150,000.00	150,000.00				
Sally Mae Bank	173,000.00		173,000.00			
Citi Bank NA	100,000.00		100,000.00			
Goldman Sacs	100,000.00			100,000.00		
Commenty Capital Bank	120,000.00	120,000.00				
Citi Bank NA	145,000.00	145,000.00				
Morgan Stanley Private Bank	160,000.00		160,000.00			
State Bank of India	140,000.00		140,000.00			
Texas Exchange Bank	105,000.00		105,000.00			
J P Morgan Chase Bank	105,000.00			105,000.00		
J P Morgan Chase Bank	130,000.00	130,000.00				
GRAND TOTALS	2,889,964.66	1,769,971.70	694,995.98	424,996.98	-	-

L.A.I.F. (Acct # 25-07-003)	107,442.42	-	-	-		107,442.42
De Anza Gardens, LP	1,000,000.00				1,000,000.00	
GRAND TOTALS	3,997,407.08	1,769,971.70	694,995.98	424,996.98	1,000,000.00	107,442.42

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Report per CGC 53646 CURRENT MARKET VALUE

For Period Ending 3/31/2021

Issuer	Investment Type	Maturity Date	Amount Invested	Current Market Value (at 3/31/21)	Yield
Cantella & Company					
Prime Fund Capital Reserves (Cash)	Money Market	ongoing	38,964.66	38,964.66	0.01%
Discover Bank	Certificate of Deposit	1/11/2022	105,000.00	106,796.55	2.25%
Federal Farm Credit Bank	Govt Agency	2/03/2022	105,000.00	106,714.65	2.03%
Everbank	Certificate of Deposit	4/28/2022	247,000.00	252,463.64	2.15%
Capital One , NA	Certificate of Deposit	5/10/2022	100,000.00	102,444.00	2.30%
Capital One , NA	Certificate of Deposit	5/10/2022	110,000.00	112,688.40	2.30%
Goldman Sachs	Certificate of Deposit	6/07/2022	149,000.00	153,064.72	2.40%
Capital One Bank, USA	Certificate of Deposit	9/20/2022	220,000.00	226,921.20	2.25%
Barclays Bank Delaware	Certificate of Deposit	9/27/2022	247,000.00	254,866.95	2.25%
Discover Bank	Certificate of Deposit	12/28/2022	140,000.00	145,882.80	2.55%
Morgan Stanley Bank	Certificate of Deposit	1/11/2023	150,000.00	156,694.50	2.65%
Sally Mae Bank	Certificate of Deposit	2/08/2023	173,000.00	181,039.31	2.65%
Citi Bank NA	Certificate of Deposit	5/04/2023	100,000.00	106,117.00	3.10%
Goldman Sacs	Certificate of Deposit	7/25/2023	100,000.00	107,159.00	3.30%
Commenty Capital Bank	Certificate of Deposit	8/14/2023	120,000.00	128,611.20	3.25%
Citi Bank NA	Certificate of Deposit	2/15/2024	145,000.00	156,233.15	3.00%
Morgan Stanley Private Bank	Certificate of Deposit	7/25/2024	160,000.00	169,620.80	2.20%
State Bank of India	Certificate of Deposit	5/28/2025	140,000.00	143,091.20	1.10%
Texas Exchange Bank	Certificate of Deposit	6/19/2025	105,000.00	105,049.35	1.00%
J P Morgan Chase Bank	Certificate of Deposit	10/30/2025	105,000.00	104,019.30	0.50%
J P Morgan Chase Bank	Certificate of Deposit	1/20/2026	130,000.00	128,346.00	0.35%
			2,889,964.66	2,986,788.38	
L.A.I.F. (Acct # 25-07-003)	Liquid Account	ongoing	107,442.42	107,442.42	0.44%
De Anza Gardens, LP	Loan		1,000,000.00	1,000,000.00	3.00%
GRAND TOTALS			3,997,407.08	4,094,230.80	

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Investment Interest Earnings Report

For Period Ending 3/31/2021

150189	Amount Invested	Interest Earned this Qtr	Interest Earned this Quarter by Fund				
			Public Housing	Management	Central	Rental Rehab	Housing Voucher
			Unrestricted	Unrestricted	Unrestricted	Unrestricted	Unrestricted
Cantella & Company							
Prime Fund Capital Reserves (Cash)	38,964.66	0.96	0.42	0.42	0.12	-	-
Discover Bank	105,000.00	582.53	-	-	582.53	-	-
Federal Farm Credit Bank	105,000.00	525.58	525.58	-	-	-	-
Everbank	247,000.00	1,309.44	1,309.44	-	-	-	-
Capital One , NA	100,000.00	567.12	567.12	-	-	-	-
Capital One , NA	110,000.00	623.84	-	-	623.84	-	-
Goldman Sachs	149,000.00	881.75	881.75	-	-	-	-
Capital One Bank, USA	220,000.00	1,220.55	1,220.55	-	-	-	-
Barclays Bank Delaware	247,000.00	1,370.34	1,370.34	-	-	-	-
Discover Bank	140,000.00	880.27	880.27	-	-	-	-
Morgan Stanley Bank	150,000.00	980.14	980.14	-	-	-	-
Sally Mae Bank	173,000.00	1,130.42	-	1,130.42	-	-	-
Citi Bank NA	100,000.00	764.38	-	764.38	-	-	-
Goldman Sacs	100,000.00	813.70	-	-	813.70	-	-
Commenty Capital Bank	120,000.00	961.64	961.64	-	-	-	-
Citi Bank NA	145,000.00	1,072.60	1,072.60	-	-	-	-
Morgan Stanley Private Bank	160,000.00	867.95	-	867.95	-	-	-
State Bank of India	140,000.00	379.73	-	379.73	-	-	-
Texas Exchange Bank	105,000.00	258.90	-	258.90	-	-	-
J P Morgan Chase Bank	105,000.00	129.45	-	-	129.45	-	-
J P Morgan Chase Bank	130,000.00	87.26	87.26	-	-	-	-
-	2,889,964.66	15,408.55	9,857.11	3,401.80	2,149.64	-	-

L.A.I.F. (Acct # 25-07-003)	107,442.42					117.25	
De Anza Gardens, LP	1,000,000.00	7,397.26					7,397.26
GRAND TOTALS	3,997,407.08	22,923.06	9,857.11	3,401.80	2,149.64	117.25	7,397.26

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: May 18, 2021



Contra
Costa
County

Subject: COLLECTION LOSS WRITE-OFF FOR THE QUARTER ENDING MARCH 31, 2021

RECOMMENDATIONS

ADOPT Resolution No. 5235 to approve collection loss write-offs in the public housing program in the amount of \$ 81,269.90 for the quarter ending March 31, 2021.

BACKGROUND

The Housing Authority takes action to write off accounts that have been determined to be non-collectible.

For this quarter ending March 31, 2021 a breakdown of the recommended write-offs, by housing development, is provided in the table on the next page:

Action of Board On: **05/18/2021** ☐ 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: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

BACKGROUND (CONTD)

CA011-001	Alhambra Terrace Martinez	\$217.10
CA011-003	Bridgemont Antioch	\$20,089.25
CA011-004	Los Nogales Brentwood	\$1,799.00
CA011- 005	El Pueblo Pittsburg	\$4,304.00
CA011-008	Los Arboles Oakley	\$2,817.28
CA011-010	Bayo Vista Rodeo	\$33,211.15
CA011-011	Hacienda Martinez	\$1,155.76
CA011-012	Casa de Manana Oakley	\$1,045.23
CA011-013	Casa de Serena Bay Point	\$7,306.13
CA011-015	Elder Winds Antioch	\$524.00
CA011-4501	Vista del Camino San Pablo	\$0
CA011-4502	Kidd Manor	\$8,801.00
TOTAL		\$81,269.90

A total of 33 accounts are being recommended for write-off, representing an average of \$2,462.72 per account.

The following table illustrates the collection losses per quarter for the past quarters.

Conventional Program

THIS QUARTER	
03/31/2021	\$81,269.90
03/31/2020	\$40,644.89
12/31/2019	\$97,148.32
03/31/2018	\$50,381.06

Prior to submission of an account for write-offs, the staff makes every effort to collect money owed to HACCC. Once the account is written off, staff uploads debt amount to HUD's Debts Owed System, to further Housing Authorities efforts to collect monies owed. Past participants that owe Housing Agencies may be denied admission to public housing or housing choice voucher programs in the future unless debt is repaid.

FISCAL IMPACT

Uncollectible amounts impact the budget by reducing total rental income. The Housing Authority of the County of Contra Costa (HACCC) regularly writes off those accounts that have been determined to be uncollectible. Once an account is written off, it can be turned over to a collection agency. For the period ending March 31, 2021, the collection loss write-off total is \$81,269.90.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to adopt Resolution No.5235 these accounts would inflate the total accounts receivable for HACCC and present and inaccurate financial position.

ATTACHMENTS

Write Off Chart

Resolution 5235

M E M O R A N D U M

TO: Joseph Villarreal, Executive Director

FROM: Elizabeth Campbell, Director of Managed Housing Programs

SUBJECT: Vacated Collection Loss Write-Offs

DATE: MARCH 31, 2021

I have reviewed the request for Vacated Collection Loss Write-Off Accounts submitted by the Housing Managers and recommend that the following amounts be written off/submitted as non-collectible:

PROJECT	RENT	LEGAL	MAINTENANCE	TOTAL	TENANT ACCOUNTS
Alhambra Terr. Martinez CAL 11-1	\$167.60	-0-	\$49.50	\$217.10	2
Bridgemont, Antioch CAL 11-3	\$19,389.25	-0-	\$700.00	\$20,089.25	3
Los Nogales, Brentwood CAL 11-4	\$1,674.00	-0-	\$125.00	\$1,799.00	3
El Pueblo, Pittsburg CAL 11-5	\$4,124.00	-0-	\$180.00	\$4,304.00	3
Las Deltas, N. Richmond CAL 11-6	-0-	-0-	-0-	-0-	0
Los Arboles, Oakley CAL 11-8	\$711.77	-0-	\$2,105.51	\$2,817.28	2
Las Deltas, N. Richmond CAL 11-9A	-0-	-0-	-0-	-0-	0
Las Deltas, N. Richmond CAL 11-9B	-0-	-0-	-0-	-0-	0
Bayo Vista, Rodeo CAL 11-10	\$27,707.59	-0-	\$5,503.56	\$33,211.15	7
Hacienda, Martinez CAL 11-11	\$1,105.76	-0-	\$50.00	\$1,155.76	3
Casa de Manana, Oakley CAL 11-12	-0-	-0-	\$1,045.23	\$1,045.23	2
Casa de Serena Bay Point CAL 11-13	\$6,127.13	-0-	\$1,179.00	\$7,306.13	2
Elder Winds, Antioch CAL 11-15	\$524.00	-0-	-0-	\$524.00	1
Vista del Camino San Pablo 4501	-0-	-0-	-0-	-0-	0
Kidd Manor, San Pablo 4502	\$7,336.00	-0-	\$1,465.00	\$8,801.00	5
TOTALS:	\$68,867.10	-0-	\$12,402.80	\$81,269.90	33

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5235

RESOLUTION APPROVING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$81,269.90 FOR THE
PERIOD ENDING MARCH 31, 2021

WHEREAS, a certain vacated tenant accounts have been determined to be uncollectable by management; and

WHEREAS, these tenant accounts may have been, or may be, turned over to a collection agency for continued collection efforts;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of Contra Costa that the following amounts be written off for collection loss for period ending March 31, 2021

	Conventional Program
Dwelling Rent	\$68,867.10
Legal Charges	\$0
Maintenance & Other Charges	\$12,402.80
TOTAL	\$81,269.90

PASSED AND ADOPTED ON _____ by the following vote of the Commissioners.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 18, 2021



Contra
Costa
County

Subject: EDEN HOUSING'S CIVIC LEADER AWARD

RECOMMENDATIONS

ACCEPT a report on HACCC's Executive Director's receipt of Eden Housing's Ilene Weinreb Civic Leader Award.

BACKGROUND

The Housing Authority of the County of Contra Costa's (HACCC) Executive Director was one of three recipients who received Eden Housing's first Ilene Weinreb Civic Leader Award. The Award is named after Ilene Weinreb, a former Mayor of Hayward, who was an early champion of Eden Housing. Eden Housing is an organization that grew out of a small group of community activists in Hayward that tried to pass a statewide fair housing initiative in 1968. She is known for saying that, "affordable housing isn't something that happens automatically, you have to make it happen."

The award was bestowed upon HACCC's Executive Director primarily due to the partnership that HACCC and Eden Housing forged. To date, HACCC has funded six of Eden Housing's projects in Contra Costa County, which is half of their Contra Costa portfolio. The projects are Brentwood Senior Commons in Brentwood, Samara Terrace in Hercules, Belle Terre Apartments in Lafayette, Monteverde Apartments in Orinda, Hana Gardens in El Cerrito and Miraflores in Richmond.

Action of Board On: **05/18/2021** ☐ 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: May 18, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

BACKGROUND (CONT'D)

The other two Ilene Weinreb Civic Leader Award recipients were Kurt Wiest of the Alameda County Housing Authority and Lewis Jordan of the Marin Housing Authority.

FISCAL IMPACT

None.

CONSEQUENCE OF NEGATIVE ACTION

None. Informational item only.