

**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
CYNTHIA JORDAN
JOANNE SEGURA**

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

To slow the spread of COVID-19, in lieu of a public gathering, the Board meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N08-21. 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 **3839376#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone. Access via Zoom is also available via the following link: <https://ems8.intellor.com/join/eMA2p2fMP9>. To indicate you wish to speak on an agenda item, please "raise your hand" in the Zoom app.

Meetings of the Board 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
September 14, 2021**

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

CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.8 on the following agenda) - Items are subject to removal from the Consent Calendar by request from any Commissioner or on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Discussion Items.

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 CONSIDER adopting Resolution No. 5237 regarding compensation and benefits for the unrepresented employees of the Housing Authority of the County of Contra Costa.

ADJOURN

CONSENT ITEMS:

- C.1 APPROVE and AUTHORIZE the Housing Authority Executive Director, or designee, to execute a contract with the City of Pittsburg in an amount not to exceed \$168,000 to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period July 1, 2021 through June 30, 2022.
- C.2 APPROVE and AUTHORIZE the Housing Authority Executive Director, or designee, to execute a contract with Contra Costa County in an amount not to exceed \$275,000 to provide the Housing Authority's Bayo Vista public housing development, Rodeo area, with additional Sheriff law enforcement services for the period July 1, 2021 through June 30, 2022.
- C.3 RATIFY the Housing Authority Executive Director's execution of a contract with Diablo Boiler in an amount not to exceed \$158,624 to replace the boiler system at the Hacienda Development located at 1111 Ferry Street, Martinez, for the period August 17 through December 2, 2021.
- C.4 ADOPT and APPROVE the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective October 1, 2021.
- C.5 AMEND Resolution No. 5236 approving the Successor Memorandum of Understanding with Public Employees Union, Local #1/AFSCME to be corrected to conform to the signed Tentative Agreement with the Union.
- C.6 ACCEPT the 1st Quarter 2021-2022 Unaudited Budget Report for the period ending June 30, 2021.
- C.7 RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending June 30, 2021.

C.8 ADOPT Resolution No. 5238 to invest HUD and non-HUD funds according to the Housing Authority of the County of Contra Costa's Investment Policy.

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: September 14, 2021



Contra
 Costa
 County

Subject: APPROVE WAGE AND BENEFIT CHANGES FOR UNREPRESENTED EMPLOYEES

RECOMMENDATIONS

ADOPT Resolution No. 5237 regarding compensation and benefits for the unrepresented employees of the Housing Authority of the County of Contra Costa.

BACKGROUND

The Resolution provides for the following proposed salary and benefit changes for unrepresented employees:

- A one-time Market Equity adjustment for all classifications of 5% effective the first full pay period following Board ratification. The Executive Director will not receive this adjustment.
- A 2.5% cost of living adjustment (COLA) with an effective date that coincides with represented staff's COLA beginning July 24, 2021.
- A 2.5% cost of living adjustment effective the first full pay period including July 1, 2022.
- A 2.5% cost of living adjustment effective the first full pay period including July 1, 2023.
- Effective January 1, 2022, increase life insurance benefit from \$40k to \$57k.
- Effective January 1, 2022, Management Leave increase from 60 to 90 hours.
- Effective January 1, 2022, HACCC will increase deferred compensation (457b Empower) contribution from \$60 to \$85 per month to each eligible employee.
- Allow for unrepresented employees to telecommute pending agency telecommuting policy.
- Unrepresented employees will work 4/10 work schedules.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

FISCAL IMPACT

The Housing Authority's current budget provides for the proposed changes in the economic terms. Assuming current HUD funding levels, staff project that HACCC's reserve levels will not be decreased by the proposed salary and benefit modifications for unrepresented employees.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board elect not to adopt these actions, HACCC's unrepresented staff would be denied wage enhancements negotiated in good faith and calculated to be affordable to the agency. Unrepresented staff would be denied wage increases that was granted to represented staff on August 10, 2021.

ATTACHMENTS

MGMT RES 5237

2021

2022

2023

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

RESOLUTION NO. 5237

ESTABLISHING SALARY AND BENEFIT CHANGES
FOR UNREPRESENTED EMPLOYEES

EFFECTIVE SEPTEMBER 14, 2021

The Board of Commissioners of the Housing Authority of the County of Contra Costa RESOLVES that:

All unrepresented employees will receive a one-time five percent (5%) Market Equity adjustment for all classifications effective the first full pay period following Board ratification. The Executive Director will not receive this adjustment.

All unrepresented employees will be granted a cost-of-living adjustment (COLA) to salary at two-and-a-half percent (2.5%) with an effective date that coincides with the represented staff's COLA increase beginning July 24, 2021, two-and-a-half percent (2.5%) effective the first full pay period including July 1, 2022, and two-and-a-half percent (2.5%) effective the first full pay period including July 1, 2023.

All unrepresented employees will receive ninety (90) hours of Management Leave annually.

The Housing Authority will contribute a monthly amount of eighty-five dollars (\$85) towards the employees deferred compensation (IRC 457) account, threshold amounts apply.

All unrepresented employees will receive an increase in life insurance benefit to fifty-seven thousand dollars (\$57,000).

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

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A

TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____

JOSEPH VILLARREAL, CLERK OF
THE BOARD OF COMMISSIONERS
AND EXECUTIVE DIRECTOR

BY _____

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
EXEMPT EMPLOYEES : 8/21/21 - 6/24/22
MARKET EQUITY 5% (excluding Executive Director) and 2.5% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Executive Director	\$181,378 /yr 15,115 /mo 87.21 /hr	\$190,447 /yr 15,871 /mo 91.57 /hr	\$199,970 /yr 16,665 /mo 96.14 /hr	\$209,969 /yr 17,498 /mo 100.95 /hr	\$220,468 /yr 18,373 /mo 106.00 /hr
Deputy Executive Director for Housing Operations	\$160,933 /yr 13,412 /mo 77.38 /hr	\$168,980 /yr 14,082 /mo 81.25 /hr	\$177,429 /yr 14,786 /mo 85.31 /hr	\$186,301 /yr 15,526 /mo 89.57 /hr	\$195,617 /yr 16,302 /mo 94.05 /hr
Director of Finance	\$123,686 /yr 10,308 /mo 59.47 /hr	\$129,871 /yr 10,823 /mo 62.44 /hr	\$136,365 /yr 11,364 /mo 65.57 /hr	\$143,184 /yr 11,932 /mo 68.84 /hr	\$150,344 /yr 12,529 /mo 72.29 /hr
Director of Asset Management	\$123,686 /yr 10,308 /mo 59.47 /hr	\$129,871 /yr 10,823 /mo 62.44 /hr	\$136,365 /yr 11,364 /mo 65.57 /hr	\$143,184 /yr 11,932 /mo 68.84 /hr	\$150,344 /yr 12,529 /mo 72.29 /hr
Special Assistant to Executive Director	\$123,686 /yr 10,308 /mo 59.47 /hr	\$129,871 /yr 10,823 /mo 62.44 /hr	\$136,365 /yr 11,364 /mo 65.57 /hr	\$143,184 /yr 11,932 /mo 68.84 /hr	\$150,344 /yr 12,529 /mo 72.29 /hr
Director of Assisted Housing Programs	\$123,686 /yr 10,308 /mo 59.47 /hr	\$129,871 /yr 10,823 /mo 62.44 /hr	\$136,365 /yr 11,364 /mo 65.57 /hr	\$143,184 /yr 11,932 /mo 68.84 /hr	\$150,344 /yr 12,529 /mo 72.29 /hr
Human Resources Officer	\$100,092 /yr 8,341 /mo 48.13 /hr	\$105,097 /yr 8,759 /mo 50.53 /hr	\$110,352 /yr 9,196 /mo 53.06 /hr	\$115,870 /yr 9,656 /mo 55.71 /hr	\$121,664 /yr 10,139 /mo 58.50 /hr
Director of Development	\$97,180 /yr 8,099 /mo 46.73 /hr	\$102,039 /yr 8,504 /mo 49.06 /hr	\$107,141 /yr 8,929 /mo 51.52 /hr	\$112,499 /yr 9,375 /mo 54.09 /hr	\$118,124 /yr 9,844 /mo 56.80 /hr
Management Analyst	\$96,564 /yr 8,047 /mo 46.43 /hr	\$101,393 /yr 8,450 /mo 48.75 /hr	\$106,463 /yr 8,872 /mo 51.19 /hr	\$111,787 /yr 9,316 /mo 53.75 /hr	\$117,377 /yr 9,782 /mo 56.44 /hr
Director of General Services	\$91,987 /yr 7,666 /mo 44.23 /hr	\$96,587 /yr 8,049 /mo 46.44 /hr	\$101,417 /yr 8,452 /mo 48.76 /hr	\$106,488 /yr 8,874 /mo 51.20 /hr	\$111,813 /yr 9,318 /mo 53.76 /hr
Internal Auditor	\$85,844 /yr 7,154 /mo 41.28 /hr	\$90,137 /yr 7,512 /mo 43.34 /hr	\$94,644 /yr 7,887 /mo 45.51 /hr	\$99,377 /yr 8,282 /mo 47.78 /hr	\$104,346 /yr 8,696 /mo 50.17 /hr
Housing Development Officer	\$83,750 /yr 6,980 /mo 40.27 /hr	\$87,938 /yr 7,329 /mo 42.28 /hr	\$92,335 /yr 7,695 /mo 44.40 /hr	\$96,952 /yr 8,080 /mo 46.62 /hr	\$101,800 /yr 8,484 /mo 48.95 /hr
Housing Rehabilitation Officer	\$83,750 /yr 6,980 /mo 40.27 /hr	\$87,938 /yr 7,329 /mo 42.28 /hr	\$92,335 /yr 7,695 /mo 44.40 /hr	\$96,952 /yr 8,080 /mo 46.62 /hr	\$101,800 /yr 8,484 /mo 48.95 /hr
Program Analyst	\$83,750 /yr 6,980 /mo 40.27 /hr	\$87,938 /yr 7,329 /mo 42.28 /hr	\$92,335 /yr 7,695 /mo 44.40 /hr	\$96,952 /yr 8,080 /mo 46.62 /hr	\$101,800 /yr 8,484 /mo 48.95 /hr
Asset Manager	\$82,688 /yr 6,891 /mo 39.76 /hr	\$86,823 /yr 7,236 /mo 41.75 /hr	\$91,165 /yr 7,598 /mo 43.83 /hr	\$95,724 /yr 7,977 /mo 46.03 /hr	\$100,511 /yr 8,376 /mo 48.33 /hr
Administrative Services Manager	\$82,688 /yr 6,891 /mo 39.76 /hr	\$86,823 /yr 7,236 /mo 41.75 /hr	\$91,165 /yr 7,598 /mo 43.83 /hr	\$95,724 /yr 7,977 /mo 46.03 /hr	\$100,511 /yr 8,376 /mo 48.33 /hr
Housing Technical Officer	\$82,315 /yr 6,860 /mo 39.58 /hr	\$86,431 /yr 7,203 /mo 41.56 /hr	\$90,753 /yr 7,563 /mo 43.64 /hr	\$95,291 /yr 7,941 /mo 45.82 /hr	\$100,056 /yr 8,338 /mo 48.11 /hr
Housing Manager	\$78,414 /yr 6,535 /mo 37.70 /hr	\$82,335 /yr 6,862 /mo 39.59 /hr	\$86,452 /yr 7,205 /mo 41.57 /hr	\$90,775 /yr 7,565 /mo 43.65 /hr	\$95,314 /yr 7,943 /mo 45.83 /hr
Maintenance Manager	\$75,880 /yr 6,324 /mo 36.49 /hr	\$79,674 /yr 6,640 /mo 38.31 /hr	\$83,658 /yr 6,972 /mo 40.23 /hr	\$87,841 /yr 7,321 /mo 42.24 /hr	\$92,234 /yr 7,687 /mo 44.35 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA

SALARY SCHEDULES BY CLASSIFICATION

EXEMPT EMPLOYEES : 8/21/21 - 6/24/22

MARKET EQUITY 5% (excluding Executive Director) and 2.5% COLA

Financial Analyst	\$74,349 /yr 6,196 /mo 35.75 /hr	\$78,067 /yr 6,506 /mo 37.54 /hr	\$81,971 /yr 6,831 /mo 39.41 /hr	\$86,070 /yr 7,173 /mo 41.38 /hr	\$90,374 /yr 7,532 /mo 43.45 /hr
Accounting Supervisor	\$74,349 /yr 6,196 /mo 35.75 /hr	\$78,067 /yr 6,506 /mo 37.54 /hr	\$81,971 /yr 6,831 /mo 39.41 /hr	\$86,070 /yr 7,173 /mo 41.38 /hr	\$90,374 /yr 7,532 /mo 43.45 /hr
Resident Services Coordinator	\$72,321 /yr 6,027 /mo 34.77 /hr	\$75,938 /yr 6,329 /mo 36.51 /hr	\$79,735 /yr 6,645 /mo 38.34 /hr	\$83,722 /yr 6,977 /mo 40.26 /hr	\$87,909 /yr 7,326 /mo 42.27 /hr
Purchasing Agent	\$67,616 /yr 5,635 /mo 32.51 /hr	\$70,997 /yr 5,917 /mo 34.14 /hr	\$74,547 /yr 6,213 /mo 35.84 /hr	\$78,275 /yr 6,523 /mo 37.64 /hr	\$82,189 /yr 6,850 /mo 39.52 /hr
Family Self Sufficiency Coordinator	\$61,444 /yr 5,121 /mo 29.55 /hr	\$64,517 /yr 5,377 /mo 31.02 /hr	\$67,743 /yr 5,646 /mo 32.57 /hr	\$71,131 /yr 5,928 /mo 34.20 /hr	\$74,688 /yr 6,224 /mo 35.91 /hr
Computer Support Specialist	\$58,489 /yr 4,875 /mo 28.12 /hr	\$61,414 /yr 5,118 /mo 29.53 /hr	\$64,485 /yr 5,374 /mo 31.01 /hr	\$67,710 /yr 5,643 /mo 32.56 /hr	\$71,096 /yr 5,925 /mo 34.19 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
EXEMPT EMPLOYEES : 6/25/22 - 6/23/23
2.5% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Executive Director	\$185,913 /yr 15,493 /mo 89.39 /hr	\$195,209 /yr 16,268 /mo 93.86 /hr	\$204,970 /yr 17,081 /mo 98.55 /hr	\$215,219 /yr 17,935 /mo 103.48 /hr	\$225,980 /yr 18,832 /mo 108.65 /hr
Deputy Executive Director for Housing Operations	\$164,957 /yr 13,747 /mo 79.31 /hr	\$173,205 /yr 14,434 /mo 83.28 /hr	\$181,866 /yr 15,156 /mo 87.44 /hr	\$190,960 /yr 15,914 /mo 91.81 /hr	\$200,508 /yr 16,709 /mo 96.40 /hr
Director of Finance	\$126,779 /yr 10,565 /mo 60.96 /hr	\$133,118 /yr 11,094 /mo 64.00 /hr	\$139,774 /yr 11,648 /mo 67.20 /hr	\$146,763 /yr 12,231 /mo 70.56 /hr	\$154,102 /yr 12,842 /mo 74.09 /hr
Director of Asset Management	\$126,779 /yr 10,565 /mo 60.96 /hr	\$133,118 /yr 11,094 /mo 64.00 /hr	\$139,774 /yr 11,648 /mo 67.20 /hr	\$146,763 /yr 12,231 /mo 70.56 /hr	\$154,102 /yr 12,842 /mo 74.09 /hr
Special Assistant to Executive Director	\$126,779 /yr 10,565 /mo 60.96 /hr	\$133,118 /yr 11,094 /mo 64.00 /hr	\$139,774 /yr 11,648 /mo 67.20 /hr	\$146,763 /yr 12,231 /mo 70.56 /hr	\$154,102 /yr 12,842 /mo 74.09 /hr
Director of Assisted Housing Programs	\$126,779 /yr 10,565 /mo 60.96 /hr	\$133,118 /yr 11,094 /mo 64.00 /hr	\$139,774 /yr 11,648 /mo 67.20 /hr	\$146,763 /yr 12,231 /mo 70.56 /hr	\$154,102 /yr 12,842 /mo 74.09 /hr
Human Resources Officer	\$102,595 /yr 8,550 /mo 49.33 /hr	\$107,725 /yr 8,978 /mo 51.80 /hr	\$113,112 /yr 9,426 /mo 54.39 /hr	\$118,768 /yr 9,898 /mo 57.10 /hr	\$124,707 /yr 10,393 /mo 59.96 /hr
Director of Development	\$99,610 /yr 8,301 /mo 47.89 /hr	\$104,591 /yr 8,716 /mo 50.29 /hr	\$109,821 /yr 9,152 /mo 52.80 /hr	\$115,313 /yr 9,610 /mo 55.44 /hr	\$121,079 /yr 10,090 /mo 58.22 /hr
Management Analyst	\$98,979 /yr 8,249 /mo 47.59 /hr	\$103,928 /yr 8,661 /mo 49.97 /hr	\$109,125 /yr 9,094 /mo 52.47 /hr	\$114,582 /yr 9,549 /mo 55.09 /hr	\$120,312 /yr 10,026 /mo 57.85 /hr
Director of General Services	\$94,287 /yr 7,858 /mo 45.34 /hr	\$99,002 /yr 8,251 /mo 47.60 /hr	\$103,953 /yr 8,663 /mo 49.98 /hr	\$109,151 /yr 9,096 /mo 52.48 /hr	\$114,609 /yr 9,551 /mo 55.11 /hr
Internal Auditor	\$87,991 /yr 7,333 /mo 42.31 /hr	\$92,391 /yr 7,700 /mo 44.42 /hr	\$97,011 /yr 8,085 /mo 46.64 /hr	\$101,862 /yr 8,489 /mo 48.98 /hr	\$106,956 /yr 8,913 /mo 51.43 /hr
Housing Development Officer	\$85,844 /yr 7,154 /mo 41.28 /hr	\$90,137 /yr 7,512 /mo 43.34 /hr	\$94,644 /yr 7,887 /mo 45.51 /hr	\$99,377 /yr 8,282 /mo 47.78 /hr	\$104,346 /yr 8,696 /mo 50.17 /hr
Housing Rehabilitation Officer	\$85,844 /yr 7,154 /mo 41.28 /hr	\$90,137 /yr 7,512 /mo 43.34 /hr	\$94,644 /yr 7,887 /mo 45.51 /hr	\$99,377 /yr 8,282 /mo 47.78 /hr	\$104,346 /yr 8,696 /mo 50.17 /hr
Program Analyst	\$85,844 /yr 7,154 /mo 41.28 /hr	\$90,137 /yr 7,512 /mo 43.34 /hr	\$94,644 /yr 7,887 /mo 45.51 /hr	\$99,377 /yr 8,282 /mo 47.78 /hr	\$104,346 /yr 8,696 /mo 50.17 /hr
Asset Manager	\$84,756 /yr 7,063 /mo 40.75 /hr	\$88,994 /yr 7,417 /mo 42.79 /hr	\$93,444 /yr 7,787 /mo 44.93 /hr	\$98,117 /yr 8,177 /mo 47.18 /hr	\$103,023 /yr 8,586 /mo 49.54 /hr
Administrative Services Manager	\$84,756 /yr 7,063 /mo 40.75 /hr	\$88,994 /yr 7,417 /mo 42.79 /hr	\$93,444 /yr 7,787 /mo 44.93 /hr	\$98,117 /yr 8,177 /mo 47.18 /hr	\$103,023 /yr 8,586 /mo 49.54 /hr
Housing Technical Officer	\$84,373 /yr 7,032 /mo 40.57 /hr	\$88,592 /yr 7,383 /mo 42.60 /hr	\$93,022 /yr 7,752 /mo 44.73 /hr	\$97,674 /yr 8,140 /mo 46.96 /hr	\$102,558 /yr 8,547 /mo 49.31 /hr
Housing Manager	\$80,375 /yr 6,698 /mo 38.65 /hr	\$84,394 /yr 7,033 /mo 40.58 /hr	\$88,614 /yr 7,385 /mo 42.61 /hr	\$93,045 /yr 7,754 /mo 44.74 /hr	\$97,698 /yr 8,142 /mo 46.98 /hr
Maintenance Manager	\$77,777 /yr 6,482 /mo 37.40 /hr	\$81,666 /yr 6,806 /mo 39.27 /hr	\$85,750 /yr 7,146 /mo 41.23 /hr	\$90,038 /yr 7,504 /mo 43.29 /hr	\$94,540 /yr 7,879 /mo 45.46 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
EXEMPT EMPLOYEES : 6/25/22 - 6/23/23
2.5% COLA

Financial Analyst	\$76,208 /yr 6,351 /mo 36.64 /hr	\$80,019 /yr 6,669 /mo 38.48 /hr	\$84,020 /yr 7,002 /mo 40.40 /hr	\$88,221 /yr 7,352 /mo 42.42 /hr	\$92,633 /yr 7,720 /mo 44.54 /hr
Accounting Supervisor	\$76,208 /yr 6,351 /mo 36.64 /hr	\$80,019 /yr 6,669 /mo 38.48 /hr	\$84,020 /yr 7,002 /mo 40.40 /hr	\$88,221 /yr 7,352 /mo 42.42 /hr	\$92,633 /yr 7,720 /mo 44.54 /hr
Resident Services Coordinator	\$74,130 /yr 6,178 /mo 35.64 /hr	\$77,837 /yr 6,487 /mo 37.43 /hr	\$81,729 /yr 6,811 /mo 39.30 /hr	\$85,816 /yr 7,152 /mo 41.26 /hr	\$90,107 /yr 7,509 /mo 43.33 /hr
Purchasing Agent	\$69,307 /yr 5,776 /mo 33.33 /hr	\$72,773 /yr 6,065 /mo 34.99 /hr	\$76,412 /yr 6,368 /mo 36.74 /hr	\$80,233 /yr 6,687 /mo 38.58 /hr	\$84,245 /yr 7,021 /mo 40.51 /hr
Family Self Sufficiency Coordinator	\$62,981 /yr 5,249 /mo 30.28 /hr	\$66,131 /yr 5,511 /mo 31.80 /hr	\$69,438 /yr 5,787 /mo 33.39 /hr	\$72,910 /yr 6,076 /mo 35.06 /hr	\$76,556 /yr 6,380 /mo 36.81 /hr
Computer Support Specialist	\$59,952 /yr 4,996 /mo 28.83 /hr	\$62,950 /yr 5,246 /mo 30.27 /hr	\$66,098 /yr 5,509 /mo 31.78 /hr	\$69,403 /yr 5,784 /mo 33.37 /hr	\$72,874 /yr 6,073 /mo 35.04 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
EXEMPT EMPLOYEES : 6/24/23 - 6/21/24
2.5% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Executive Director	\$190,561 /yr 15,881 /mo 91.62 /hr	\$200,090 /yr 16,675 /mo 96.20 /hr	\$210,095 /yr 17,508 /mo 101.01 /hr	\$220,600 /yr 18,384 /mo 106.06 /hr	\$231,630 /yr 19,303 /mo 111.37 /hr
Deputy Executive Director for Housing Operations	\$169,081 /yr 14,091 /mo 81.29 /hr	\$177,536 /yr 14,795 /mo 85.36 /hr	\$186,413 /yr 15,535 /mo 89.63 /hr	\$195,734 /yr 16,312 /mo 94.11 /hr	\$205,521 /yr 17,127 /mo 98.81 /hr
Director of Finance	\$129,949 /yr 10,830 /mo 62.48 /hr	\$136,447 /yr 11,371 /mo 65.60 /hr	\$143,270 /yr 11,940 /mo 68.88 /hr	\$150,434 /yr 12,537 /mo 72.33 /hr	\$157,956 /yr 13,163 /mo 75.95 /hr
Director of Asset Management	\$129,949 /yr 10,830 /mo 62.48 /hr	\$136,447 /yr 11,371 /mo 65.60 /hr	\$143,270 /yr 11,940 /mo 68.88 /hr	\$150,434 /yr 12,537 /mo 72.33 /hr	\$157,956 /yr 13,163 /mo 75.95 /hr
Special Assistant to Executive Director	\$129,949 /yr 10,830 /mo 62.48 /hr	\$136,447 /yr 11,371 /mo 65.60 /hr	\$143,270 /yr 11,940 /mo 68.88 /hr	\$150,434 /yr 12,537 /mo 72.33 /hr	\$157,956 /yr 13,163 /mo 75.95 /hr
Director of Assisted Housing Programs	\$129,949 /yr 10,830 /mo 62.48 /hr	\$136,447 /yr 11,371 /mo 65.60 /hr	\$143,270 /yr 11,940 /mo 68.88 /hr	\$150,434 /yr 12,537 /mo 72.33 /hr	\$157,956 /yr 13,163 /mo 75.95 /hr
Human Resources Officer	\$105,160 /yr 8,764 /mo 50.56 /hr	\$110,418 /yr 9,202 /mo 53.09 /hr	\$115,939 /yr 9,662 /mo 55.74 /hr	\$121,736 /yr 10,145 /mo 58.53 /hr	\$127,823 /yr 10,652 /mo 61.46 /hr
Director of Development	\$102,101 /yr 8,509 /mo 49.09 /hr	\$107,207 /yr 8,934 /mo 51.55 /hr	\$112,568 /yr 9,381 /mo 54.12 /hr	\$118,197 /yr 9,850 /mo 56.83 /hr	\$124,107 /yr 10,343 /mo 59.67 /hr
Management Analyst	\$101,454 /yr 8,455 /mo 48.78 /hr	\$106,527 /yr 8,878 /mo 51.22 /hr	\$111,854 /yr 9,322 /mo 53.78 /hr	\$117,447 /yr 9,788 /mo 56.47 /hr	\$123,320 /yr 10,277 /mo 59.29 /hr
Director of General Services	\$96,645 /yr 8,054 /mo 46.47 /hr	\$101,478 /yr 8,457 /mo 48.79 /hr	\$106,552 /yr 8,880 /mo 51.23 /hr	\$111,880 /yr 9,324 /mo 53.79 /hr	\$117,474 /yr 9,790 /mo 56.48 /hr
Internal Auditor	\$90,191 /yr 7,516 /mo 43.37 /hr	\$94,701 /yr 7,892 /mo 45.53 /hr	\$99,437 /yr 8,287 /mo 47.81 /hr	\$104,409 /yr 8,701 /mo 50.20 /hr	\$109,630 /yr 9,136 /mo 52.71 /hr
Housing Development Officer	\$87,991 /yr 7,333 /mo 42.31 /hr	\$92,391 /yr 7,700 /mo 44.42 /hr	\$97,011 /yr 8,085 /mo 46.64 /hr	\$101,862 /yr 8,489 /mo 48.98 /hr	\$106,956 /yr 8,913 /mo 51.43 /hr
Housing Rehabilitation Officer	\$87,991 /yr 7,333 /mo 42.31 /hr	\$92,391 /yr 7,700 /mo 44.42 /hr	\$97,011 /yr 8,085 /mo 46.64 /hr	\$101,862 /yr 8,489 /mo 48.98 /hr	\$106,956 /yr 8,913 /mo 51.43 /hr
Program Analyst	\$87,991 /yr 7,333 /mo 42.31 /hr	\$92,391 /yr 7,700 /mo 44.42 /hr	\$97,011 /yr 8,085 /mo 46.64 /hr	\$101,862 /yr 8,489 /mo 48.98 /hr	\$106,956 /yr 8,913 /mo 51.43 /hr
Asset Manager	\$86,875 /yr 7,240 /mo 41.77 /hr	\$91,219 /yr 7,602 /mo 43.86 /hr	\$95,780 /yr 7,982 /mo 46.05 /hr	\$100,569 /yr 8,381 /mo 48.36 /hr	\$105,598 /yr 8,800 /mo 50.77 /hr
Administrative Services Manager	\$86,875 /yr 7,240 /mo 41.77 /hr	\$91,219 /yr 7,602 /mo 43.86 /hr	\$95,780 /yr 7,982 /mo 46.05 /hr	\$100,569 /yr 8,381 /mo 48.36 /hr	\$105,598 /yr 8,800 /mo 50.77 /hr
Housing Technical Officer	\$86,483 /yr 7,207 /mo 41.58 /hr	\$90,808 /yr 7,568 /mo 43.66 /hr	\$95,349 /yr 7,946 /mo 45.85 /hr	\$100,117 /yr 8,344 /mo 48.14 /hr	\$105,123 /yr 8,761 /mo 50.54 /hr
Housing Manager	\$82,385 /yr 6,866 /mo 39.61 /hr	\$86,505 /yr 7,209 /mo 41.59 /hr	\$90,831 /yr 7,570 /mo 43.67 /hr	\$95,373 /yr 7,948 /mo 45.86 /hr	\$100,142 /yr 8,346 /mo 48.15 /hr
Maintenance Manager	\$79,722 /yr 6,644 /mo 38.33 /hr	\$83,709 /yr 6,976 /mo 40.25 /hr	\$87,895 /yr 7,325 /mo 42.26 /hr	\$92,290 /yr 7,691 /mo 44.38 /hr	\$96,905 /yr 8,076 /mo 46.59 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
EXEMPT EMPLOYEES : 6/24/23 - 6/21/24
2.5% COLA

Financial Analyst	\$78,114 /yr 6,510 /mo 37.56 /hr	\$82,020 /yr 6,835 /mo 39.44 /hr	\$86,121 /yr 7,177 /mo 41.41 /hr	\$90,428 /yr 7,536 /mo 43.48 /hr	\$94,950 /yr 7,913 /mo 45.65 /hr
Accounting Supervisor	\$78,114 /yr 6,510 /mo 37.56 /hr	\$82,020 /yr 6,835 /mo 39.44 /hr	\$86,121 /yr 7,177 /mo 41.41 /hr	\$90,428 /yr 7,536 /mo 43.48 /hr	\$94,950 /yr 7,913 /mo 45.65 /hr
Resident Services Coordinator	\$75,984 /yr 6,332 /mo 36.54 /hr	\$79,784 /yr 6,649 /mo 38.36 /hr	\$83,774 /yr 6,982 /mo 40.28 /hr	\$87,963 /yr 7,331 /mo 42.29 /hr	\$92,362 /yr 7,697 /mo 44.41 /hr
Purchasing Agent	\$71,040 /yr 5,920 /mo 34.16 /hr	\$74,592 /yr 6,216 /mo 35.87 /hr	\$78,322 /yr 6,527 /mo 37.66 /hr	\$82,239 /yr 6,854 /mo 39.54 /hr	\$86,351 /yr 7,196 /mo 41.52 /hr
Family Self Sufficiency Coordinator	\$64,556 /yr 5,380 /mo 31.04 /hr	\$67,784 /yr 5,649 /mo 32.59 /hr	\$71,174 /yr 5,932 /mo 34.22 /hr	\$74,733 /yr 6,228 /mo 35.93 /hr	\$78,470 /yr 6,540 /mo 37.73 /hr
Computer Support Specialist	\$61,451 /yr 5,121 /mo 29.55 /hr	\$64,524 /yr 5,377 /mo 31.03 /hr	\$67,751 /yr 5,646 /mo 32.58 /hr	\$71,139 /yr 5,929 /mo 34.21 /hr	\$74,696 /yr 6,225 /mo 35.92 /hr

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: September 14, 2021



Contra
 Costa
 County

Subject: CONTRACT WITH THE CITY OF PITTSBURG POLICE DEPARTMENT FOR COMMUNITY POLICING SERVICES AT THE EL PUEBLO PUBLIC HOUSING DEVELOPMENT IN THE CITY OF PITTS

RECOMMENDATIONS

APPROVE and AUTHORIZE the Housing Authority Executive Director, or designee, to execute a contract with the City of Pittsburg in an amount not to exceed \$168,000 to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period July 1, 2021 through June 30, 2022.

BACKGROUND

For the past twenty-three years (or more), HACCC has contracted with the City of Pittsburg to provide one full-time police officer for additional community-oriented policing duties at the El Pueblo Housing Development. The officer focuses on eliminating drug-related activities, eliminating violent crimes, and working closely with residents to provide services beyond those normally offered by the police.

FISCAL IMPACT

The Housing Authority's (HACCC) total cost for one year service will not exceed \$168,000. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION

If the Board of Commissioners does not approve this contract, the City of Pittsburg will not have sufficient resources to continue providing additional law enforcement services to the residents of the El Pueblo public housing community.

ATTACHMENTS

Contract - PPD

Housing Authority of the
County of Contra Costa

STANDARD CONTRACT
(Purchase of Non-Construction Services –
No Maintenance
over \$100,000)

Contract #
Pay Account #

Standard Form L-1
Revised 2013

Reference #

1. **Contract Identification.**

Subject: City of Pittsburg Police Services

2. **Parties.** The Housing Authority of the Housing Authority of Contra Costa, California (HACCC) and the following named Contractor mutually agree and promise as follows:

Contractor: City of Pittsburg
Capacity: Public Agency
Address: 65 Civic Avenue
Pittsburg, CA 94565

3. **Term.** The effective date of this Contract is July,1, 2021 and it terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** HACCC's total payments to Contractor under this Contract shall not exceed \$ 168,000.00.

5. **HACCC's Obligations.** HACCC shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Attachments.** The parties agree to comply with the terms and conditions of the following documents:

- a. Form HUD-5370-C (General Conditions for Non-Construction Contracts, Section I) (Attached hereto as Attachment A and incorporated herein).

Contra Costa Housing Authority
Standard Form L-1
Revised 2013

STANDARD CONTRACT
(Purchase of Non-Construction Services Pay Account #
No Maintenance over \$100,000)

Contract#
Reference #

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Health and Safety Code Section 34310, et al. and the U.S. Department of Housing and Urban Development, Title 24 Code of Federal Regulations Part 85.
10. **Signatures.** These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, CALIFORNIA

Board of Commissioners By: _____ Chairman/Designee	ATTEST: Clerk of the Board of Commissioners By: _____ Executive Director, Housing Authority of the County of Contra Costa
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CONTRACTOR

Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

**SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)**

SERVICE PLAN

1. Contractor's Obligations: During the term of this Agreement, Contractor will
 - a. Assign one full-time peace officer to HACCC's El Pueblo Housing Development for a one-year assignment, located in Pittsburg, California.
 - b. Require the officer to work forty (40) hours a week, work days and work times will be determined by the HACCC based on the need of property, under the supervision of Pittsburg Police Captain. No overtime costs are authorized under terms of this Agreement.
 - c. Provide law enforcement services that are intended to eliminate drug activity, violent crimes and other related unlawful acts at the HACCC El Pueblo Housing Development.
 - d. Attend all court and/or administrative hearings regarding individuals at the HACCC El Pueblo Housing Development. If the hearing is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's schedule is adjusted.
 - e. Notify the HACCC of any crimes and/or problems at the HACCC El Pueblo Housing Development and provide HACCC management staff with police reports.
 - d. Attend all HACCC El Pueblo Housing Development community meetings. If the meeting is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's scheduled is adjusted.
 - e. Educate the HACCC El Pueblo Housing Development residents about crime in the community and the goals of policing;
 - f. Work with HACCC El Pueblo Housing Development residents to identify and resolve crime and disorder;
 - g. Reduce the fear of crime and enhance the quality of life in HACCC El Pueblo Housing development.
 - h. Use resources within the Pittsburg Police to maximize enforcement strategies directed specifically against the use and sale of illegal drugs at HACCC El Pueblo Housing Development.
 - i. Prepare and provide HACCC with a daily log, via email or in person detailing any and all activities conducted by the officer assigned to the HACCC El Pueblo Housing Development.
 - j. Prepare and provide HACCC with a monthly program report that describes the activities conducted by the officer assigned to the HACCC El Pueblo Housing Development each month.

Initials:

Contractor HACCC

- k. Prepare and provide HACCC with quarterly statistical reports and analysis measuring increases or decreases in the number of reported incidents of crime in HACCC El Pueblo Housing Development;
 - l. Prepare and provide HACCC with a final statistical yearend report and analysis of the program that documents the extent to which incidents of reported crime has increased or decreased in the HACCC El Pueblo Housing Development.
 - m. Contractor shall, upon written notice from HACCC, reassign personnel rejected by HACCC within thirty (30) days. HACCC has the right to reject assigned personnel.
3. HACCC's Obligations: During the term of this Agreement, HACCC will:
- a. Notify Contractor of any problems within the HACCC El Pueblo Housing Development.
 - b. Notify Contractor of any court and/or administrative hearings regarding individuals at the HACCC El Pueblo Housing Development.
 - c. Notify Contractor of any HACCC El Pueblo Housing Development community meetings
4. Payment Provision:
- In consideration of the services as set forth in this Service Plan, HACCC will pay Contractor for actual costs in a sum not to exceed the Payment Limit in Section 4 of this Agreement.
- a. Service Costs: Services costs will based on actual costs to the City of Pittsburg Police Department for the services provided under this Agreement. The Housing Authority will pay the total annual cost for one Officer, including salary and benefits, at the rate not greater than \$168,000.00. The annual payment total will not exceed the Payment Limit in Section 4 of the Agreement.
 - b. Billing and Payment: Contractor will submit to the HACCC a properly documented demand for payment monthly, in the form and manner prescribed by HACCC. The payment demand shall not exceed the equivalent to one third (1/3) of the total compensation identified in Section 2 (Compensation) above. Payment shall be based on services actually rendered.

Initials:

Contractor HACCC.

**SPECIAL CONDITIONS
(Purchase of Services - Long Form)**

1. **Indemnification:** Paragraph 16 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

16. **Indemnification:** Contractor agrees to indemnify and hold harmless HACCC for Contractor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of Contractor, its officers or employees in the performance of this Agreement.

HACCC agrees to indemnify and hold harmless Contractor for HACCC's share of any and all claims, costs and liability for any damage, injury or death of or any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of HACCC, its officers or employees.

2. **Insurance:** Paragraph 17 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

17. **Insurance:** Contractor is self-insured and will immediately advise the HACCC if it ceases to be self-insured.

1. Compliance with Law. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including non-discrimination.

2. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the HACCC, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the HACCC.

a. Retention of Records. Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the HACCC, the State of California, and the United States Government.

b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the HACCC, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder. Furthermore, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the HACCC, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to HACCC in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. Termination and Cancellation.

Initials:

Contractor

HACCC

- a. Written Notice. This Contract may be terminated by either party, upon its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. Failure to Perform. HACCC, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, HACCC may proceed with the work in any reasonable manner it chooses. The cost to HACCC of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to HACCC's rights to recover damages.
- c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-HACCC funding for this Contract ceases, this Contract is terminated without notice.
6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and HACCC. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the Executive Director of the HACCC for which this Contract is made or his designee.
8. Modifications and Amendments.
- a. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the HACCC, Board of Supervisors or, after Board approval, by its designee, subject to may required state or federal approval.
- b. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the HACCC (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between HACCC and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the Executive Director of HACCC for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. Choice of Law and Personal Jurisdiction.
- a. This Contract is made in Contra Costa. County and shall be governed and construed in accordance with the laws of the State of California.

Initials:

Contractor

HACCC

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by HACCC. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of HACCC indicating Contractors performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments there for, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the HACCC be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assignees and representatives of Contractor. Prior written consent of the HACCC or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate un making, or in any way attempt to use the position afforded diem by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none should be used, in whole or in part, for religious worship or instruction.

18. Indemnification. Contractor shall defend, indemnify, save, and hold harmless HACCC and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of HACCC or its officers or employees. Contractor will reimburse HACCC for any expenditure, including reasonable attorneys' fees, HACCC may make by reason of the matters that are the subject of this indemnification, and, if requested by HACCC, will defend may claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Liability Insurance. For all contracts where the total payment limit of the contract is \$100,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include HACCC and its officers and employees as additional insured's as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to HACCC, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$100,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single coverage of \$1,000,000, and Contractor shall be required to provide HACCC with a copy of the endorsement making the HACCC an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the HACCC with (a) certificates) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificates) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to HACCC before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to HACCC shall be addressed to the Executive Director of HACCC for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the

effective date of notice to HACCC shall be the date of receipt by the Executive Director of HACCC for which this Contract is made.

21. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by HACCC under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the HACCC's population, it is not the intention of either County or Contractor that such individuals occupy the position of unintended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. Copyrights and Rights in Data. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the HACCC. If any material is subject to copyright, HACCC reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, HACCC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. Contractor shall not in its capacity as a contractor with HACCC publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the HACCC. In its HACCC contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the HACCC. In its HACCC contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of HACCC. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the HACCC, or others who may be authorized by the HACCC or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to HACCC at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to HACCC audit conforming to those requirements. (C) If Contractor is

funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the HACCC. If any such audit is required, Contractor shall provide HACCC with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. HACCC may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until HACCC receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

29. Compliance with Federal Statutes

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded when required by Federal grant program legislation)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the Buy American Act provisions under the American Recovery Act if applicable.



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: September 14, 2021

Subject: CONTRACT WITH THE CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT FOR COMMUNITY
POLICING SERVICES AT THE BAYO VISTA PUBLIC HOUSING DEVELOPMENT

RECOMMENDATIONS

APPROVE and AUTHORIZE the Housing Authority Executive Director, or designee, to execute a contract with Contra Costa County in an amount not to exceed \$275,000 to provide the Housing Authority's Bayo Vista public housing development with additional Sheriff law enforcement services for the period July 1, 2021 through June 30, 2022.

BACKGROUND

For over twenty-five years, HACCC has contracted with the Contra Costa County Sheriff's Department to provide one full-time Sheriff's Deputy for additional community-oriented policing duties at the Bayo Vista Housing Development in Rodeo. The Deputy focuses on eliminating violent crimes, and working closely with the residents to provide services beyond those normally offered by the Sheriff's office.

FISCAL IMPACT

The Housing Authority's (HACCC) total cost for one year service will not exceed \$275,000. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION

If the Board of Commissioners does not approve this contract, the Sheriff's department will not have sufficient resources to continue providing additional law enforcement services to the residents of the Bayo Vista public housing community.

ATTACHMENTS

Contract-Contra Costa County for Sheriff Services

1. **Contract Identification:**

Subject: Contra Costa County Sheriffs Department Services

2. **Parties.** The Housing Authority of the County of Contra Costa (HACCC) and the following named Contractor mutually agree and promise as follows:

Contractor: Contra Costa County
Capacity: Public Agency
Address: 1850 Muir Road
Martinez CA, 94553

3. **Term.** The effective date of this Contract is July 1, 2021 and it terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** HACCC's total payments to Contractor under this Contract shall not exceed \$275,000.00

5. **HACCC's Obligations.** HACCC shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS.

On _____, before me, (insert name and title of the officer), personally appeared
personally

known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

Seal

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual) (Civil Code §1189)

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

SERVICE PLAN

- I. Contractor's Obligations: During the term of this Agreement, Contractor will
- A. Assign one full-time peace officer to HACCC's Bayo Vista Housing Developments located in Rodeo, California.
 - B. Require the officer to work forty (40) hours a week, work days and work times will be determined by the HACCC based on the need of property, under the supervision of Bay Station Lieutenant. No overtime costs are authorized under terms of this Agreement.
 - C. Provide law enforcement services that are intended to eliminate drug activity, violent crimes and other related unlawful acts at the Bayo Vista Housing Development.
 - D. Attend all court and/or administrative hearings regarding individuals at the Bayo Vista Housing Development. If the hearing is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's schedule is adjusted.
 - E. Notify the HACCC of any crimes and/or problems at the Bayo Vista Housing Development and provide HACCC management staff with police reports.
 - F. Attend all Bayo Vista Housing Development community meetings. If the meeting is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's scheduled is adjusted.
 - G. Educate the Bayo Vista Housing Development residents about crime in the community and the goals of policing through personal conversations and interaction.
 - H. Work with Bayo Vista Housing Development residents to identify and resolve crime and disorder by developing relationships, personal interaction, and providing regular and consistent police presence on-site.
 - I. Use resources within the Sheriff's Department to maximize enforcement strategies directed specifically against the use and sale of illegal drugs at Bayo Vista Housing Development.
 - J. Prepare and provide HACCC with a daily log, via email or in person, to the HACCC management staff detailing any and all activities conducted by the deputies assigned to the Bayo Vista Housing Development.
 - K. Prepare and provide HACCC with a monthly program report that describes the activities conducted by the officer assigned to the Bayo Vista Housing Development each month.
 - L. Prepare and provide HACCC with quarterly statistical reports and analysis measuring increases or decreases in the number of reported incidents of crime in Bayo Vista Housing Development;
 - M. Prepare and provide HACCC with a final statistical year end report and analysis of the program that documents the extent to which incidents of reported crime has increased or decreased in the

HACCC Bayo Vista Housing Development.

N. Contractor shall, upon written notice from HACCC, reassign personnel rejected by HACCC within thirty (30) days. HACCC has the right to reject assigned personnel.

II. HACCC's Obligations: During the term of this Agreement, HACCC will:

- A. Notify Contractor of any problems within the HACCC Bayo Vista Housing Developments.
- B. Notify Contractor of any court and/or administrative hearings regarding individuals at the HACCC Bayo Vista Housing Developments.
- C. Notify Contractor of any HACCC community meetings.

III. Payment Provision.

In consideration of the services as set forth in this Service Plan, HACCC will pay Contractor for actual costs in a sum not to exceed the Payment Limit in Section 4 of this Interagency Agreement.

- 1. Billing and Payment: Contractor will submit to the HACCC a properly documented demand for payment monthly, in the form and manner prescribed by HACCC. The payment demand shall not exceed the equivalent to one third (1/3) of the total compensation identified in Section 2 (Compensation) above. Payment shall be based on services actually rendered.

Initials:

Contractor

HACCC.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Special Conditions: The following Special Conditions are applicable to the Contract between HACCC and Contra Costa County Sheriffs Department:

1. **Independent Contractor Status:** This Agreement is by and between two independent contractors, and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.
2. **Subcontract and Assignment:** Contractor shall not subcontract any of the services or assign any rights or obligations without prior written consent of the HACCC.
3. **Records:** Contractor shall at all times keep a complete and thorough record of the time expended and services performed on behalf of HACCC, and shall also make available to HACCC for audit all such records maintained.
4. **Insurance:** Contractor is self-insured and will immediately advise the HACCC if it ceases to be self-insured.
5. **Mutual Indemnification:** Contractor agrees to indemnify and hold harmless HACCC for Contractor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of Contractor, its officers or employees in the performance of this Agreement.

Agency agrees to indemnify and hold harmless Contractor for HACCC's share of any and all claims, costs and liability for any damage, injury or death of or any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of HACCC, its officers or employees in the performance of this Agreement.

6. **Termination:** This Agreement may be terminated by either party, as its' sole discretion, upon thirty (30) days written notice to the other party.

GENERAL CONDITIONS
(Purchase of Services – Long Form)

1. Compliance with Law. Contractor shall be subject to and comply with all
- a. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the HACCC, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder. Furthermore, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the HACCC, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to HACCC in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. Termination and Cancellation.

- a. Written Notice. This Contract may be terminated by either party, upon its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. Failure to Perform. HACCC, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, HACCC may proceed with the work in any reasonable manner it chooses. The cost to HACCC of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to HACCC's rights to recover damages.
- c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-HACCC funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or

regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and HACCC. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the Executive Director of the HACCC for which this Contract is made or his designee.

2. applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including non-discrimination.

3. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

4. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the HACCC, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the HACCC.

b. Retention of Records. Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the HACCC, the State of California, and the United States Government.

8. Modifications and Amendments.

a. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the HACCC, Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the HACCC (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between HACCC and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the Executive Director of HACCC for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by HACCC. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of HACCC indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments there for, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the HACCC be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assignees and representatives of Contractor. Prior written consent of the HACCC or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none should be used, in whole or in part, for religious worship or instruction.

18. Indemnification. Contractor shall defend, indemnify, save, and hold harmless HACCC and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of HACCC or its officers or employees. Contractor will reimburse HACCC for any expenditure, including reasonable attorneys' fees, HACCC may make by reason of the matters that are the subject of this indemnification, and, if requested by HACCC, will defend may claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Liability Insurance. For all contracts where the total payment limit of the contract is \$100,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include HACCC and its officers and employees as additional insured's as to all services performed by Contractor under this agreement Said policies shall constitute primary insurance as to HACCC, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$100,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single It coverage of \$1,000,000, and Contractor shall be required to provide HACCC with a copy of the endorsement making the HACCC an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the HACCC with (a) certificates) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificates) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to HACCC before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to HACCC shall be addressed to the Executive Director of HACCC for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to HACCC shall be the date of receipt by the Executive Director of HACCC for which this Contract is made.

21. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by HACCC under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the HACCC's population, it is not the intention of either County or Contractor that such individuals occupy the position of unintended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. Copyrights and Rights in Data. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the HACCC. If any material is subject to copyright, HACCC reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, HACCC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. Contractor shall not in its capacity as a contractor with HACCC publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the HACCC. In its HACCC contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the HACCC. In its HACCC contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long

as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of HACCC. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the HACCC, or others who may be authorized by the HACCC or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to HACCC at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to HACCC audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the HACCC. If any such audit is required, Contractor shall provide HACCC with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. HACCC may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until HACCC receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

29. Compliance with Federal Statutes

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded when required by Federal grant program legislation)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the Buy American Act provisions under the American Recovery Act if applicable.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: September 14, 2021



Contra
 Costa
 County

Subject: CONTRACT WITH DIABLO BOILER FOR HACIENDA EMERGENCY BOILER REPLACEMENT

RECOMMENDATIONS

RATIFY the Housing Authority Executive Director's execution of a contract with Diablo Boiler in an amount not to exceed \$158,624 to replace the boiler system at the Hacienda Development located at 1111 Ferry Street, Martinez, for the period August 17 through December 2, 2021.

BACKGROUND

Between July 29 – August 1, 2021, the two boilers at the Hacienda Development in Martinez malfunctioned. The contractor who attempted to fix the boilers informed staff that the necessary parts to repair the boilers were no longer available because the company (Webben-Jarco) went out of business. The boilers needed to be replaced immediately. Staff identified the boilers as an emergency repair item.

Diablo Boiler can perform the emergency work. They will remove old boilers and replace them with a new updated boiler system. The total amount for their services will not exceed \$158,624.

FISCAL IMPACT

Funding for this contract is included in HACCC's current budget using the public housing capital funding provided by the U.S. Department of Housing and Urban Development.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION

If the Board of Commissioners does not approve this contract, the boilers will not be repaired and will continue to malfunction and/or stop working.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: September 14, 2021



Contra
 Costa
 County

Subject: ADOPT AND APPROVE THE HOUSING CHOICE VOUCHER PAYMENT STANDARDS EFFECTIVE October 1, 2021

RECOMMENDATIONS

ADOPT and APPROVE the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective October 1, 2021.

BACKGROUND

Payment standards are used to calculate the housing assistance payment (HAP), or subsidy, that a housing authority (HA) will pay on behalf of families leasing units under the program. Each HA must establish a schedule of payment standard amounts by bedroom size. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule for the FMR area within which the HA has jurisdiction. HACCC's payment standards are based on the FMRs for the Oakland-Fremont, CA Metro area which includes all of Alameda and Contra Costa Counties. FMRs are based on the 40th percentile of rents charged for standard housing in the FMR area. This is the dollar amount below which 40 percent of the standard-quality rental housing units are rented. HAs may set their payment standards amounts from 90% to 110% of the published FMRs without HUD approval. Payment standards can be set higher or lower than this basic range in response to market conditions with HUD approval.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

All Other Cities Except Pittsburg and Richmond:

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
PS	\$1,675	\$2,031	\$2,501	\$3,306	\$3,935	\$4,525	\$5,116	\$5,706
FMR	\$1,538	\$1,854	\$2,274	\$3,006	\$3,578	\$4,114	\$4,651	\$5,188
% of FMR	108.91%	109.55%	109.98%	109.98%	109.98%	109.99%	110.00%	109.98%
Change in PS	\$0	\$0	(\$1)	(\$50)	(\$121)	(\$139)	(\$157)	(\$175)

The changes will be effective October 1, 2021. All annual certifications that have already been processed will not have to be re-calculated since the implementation date of the new payment standards will be January 1, 2022. However, all new contracts and tenancies will begin to use the new Payment Standards on or after October 1, 2021.

FISCAL IMPACT

Funding for this program is provided by the U.S. Department of Housing and Urban Development (HUD). Funding for the proposed change is provided for in the Housing Authority of the County of Contra Costa's (HACCC) current budget.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners not adopt and approve the proposed payment standards, then HACCC will not be in compliance with HUD regulations and could be subject to financial sanctions or other penalties.



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: September 14, 2021

Subject: CORRECTION TO MEMORANDUM OF UNDERSTANDING WITH PUBLIC EMPLOYEES UNION, LOCAL #1/AFSCME

RECOMMENDATIONS

On August 10, 2021, this Board adopted Resolution No. 5236 approving the Successor Memorandum of Understanding (MOU) with Public Employees Union, Local #1/AFSCME (Union), providing for wages, non-healthcare benefits, and other employment conditions for the term of July 1, 2021 through June 30, 2024. It has since come to the attention of the Housing Authority that the Successor MOU needs to be corrected to conform to the signed Tentative Agreement with the Union.

BACKGROUND

Negotiations with Public Employees Union, Local #1/AFSCME resulted in a Tentative Agreement signed on June 29, 2021. That agreement provided for a 2.5% COLA beginning July 24, 2021. Through inadvertence, the approving Board Order and Successor MOU did not include the effective date of the COLA that was agreed upon in the Tentative Agreement.

FISCAL IMPACT

The Housing Authority's current budget provides for the correction to the Successor MOU.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION

Should the Board elect not to make this correction, HACCC's staff represented by Local #1/AFSCME would be denied the COLA increase as negotiated in good faith by both parties.

ATTACHMENTS

RES 5236

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

CORRECTED RESOLUTION NO. 5236

WHEREAS, this Board of Commissioners approved Resolution No. 5236 on August 10, 2021, approving a Memorandum of Understanding between the Housing Authority of the County of Contra Costa and Public Employees Union, Local #1/AFSCME providing for wages, non-healthcare benefits, and other employment conditions for the term of July 1, 2021, through June 30, 2024; and

WHEREAS, it was subsequently discovered that an error was made in the Board Order and Memorandum of Understanding, Exhibit A that grants a 2.5% cost of living adjustment effective the first full pay period after Union ratification and Board of Commissioners approval, in that they should have read, "a 2.5% COLA effective beginning the pay period July 24, 2021."

NOW, THEREFORE BE IT RESOLVED that the correction to the Memorandum of Understanding referred to above, having been fully considered, is APPROVED.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, CLERK OF
THE BOARD OF COMMISSIONERS
AND EXECUTIVE DIRECTOR

BY _____

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: September 14, 2021



Contra
 Costa
 County

Subject: 1st Quarter 2021-2022 Budget Report

RECOMMENDATIONS

ACCEPT the 1st Quarter 2021-2022 Unaudited Budget Report for the period ending June 30, 2021.

BACKGROUND

This report is intended to provide the Board of Commissioners with an overview of the financial operating position of the Housing Authority of the County of Contra Costa (HACCC) for the Period Ending 6/30/2021. The report begins with a summary of HACCC's overall fiscal standing at the end of the quarter. The overall numbers are then broken down by individual funds. Each fund overview includes a brief program summary and an explanation of the variance between budgeted and actual performance.

AGENCY OVERVIEW: Budget Report

HACCC's overall budget position for the 1st Quarter 6/30/2020 is shown in the chart below. Activity in the Housing Choice Vouchers Program had the most significant impact on HACCC's budget.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONT'D)

The variance in revenue and expenditures at the Agency Level is a summary of all variances reported at the program levels. The program revenue and expenditure variance summary is as follows:

Revenue Variance Summary

Housing Choice Vouchers **favorable** variance \$ 687,916
 Housing Certificate **favorable** variance 78,538
 Public Housing **favorable** variance 59,013
 State and Local **favorable** variance 51,973

Agency **Favorable** Variance \$ 877,440

Expenditure Variance Summary

State and Local **favorable** variance 195,113
 Public Housing **favorable** variance \$ 188,610
 Housing Choice Vouchers **favorable** variance 143,661
 Housing Certificate unfavorable variance - 60,876

Agency **Favorable** Variance \$ 466,508

HACC Agency Summary	Annual Budget	1st Quarter Actual 6/30/2021	Remaining FY Estimate	Annual Total	Variance
Revenue	\$ 209,095,880	\$ 53,151,410	\$ 156,821,910	\$ 209,973,320	\$ 877,440
Expenditures	\$ 206,733,084	\$ 51,216,763	\$ 155,049,813	\$ 206,266,576	\$ (466,508)
	\$ 2,362,796	\$ 1,934,647	\$ 1,772,097	\$ 3,706,744	

The net change to overall reserves was an increase of \$1,934,647. The summary of Agency Reserves by Program and type is as follows:

Analysis of Agency Reserves	Beginning Balance 4/1/21 (Audited)	1st Quarter ending 6/30/2021 (Unaudited)	Reserve Balance period ending 6/30/2021 (Unaudited)
Total Reserves	\$ 34,809,519	\$ 1,934,647	\$ 36,744,166
Net Invested in Capital			
Assets			
Housing Choice Vouchers	\$ 1,469,492	\$ 82,582	\$ 1,552,074
Public Housing & Cap. Funds	\$ 7,546,665	\$ 327,888	\$ 7,874,553
State & Local Programs	\$ 9,522,770	\$ 101,487	\$ 9,624,257
Housing Certificates Programs	\$ -0-	\$ -0-	\$ -0-
Total Capital Assets	\$ 18,538,927	\$ 511,957	\$ 19,050,884
Restricted Reserves			
Housing Choice Vouchers	\$ 1,477,589	\$ -0-	\$ 1,477,589
Public Housing & Cap. Funds	\$ -0-	\$ -0-	\$ -0-
State & Local Programs	\$ 1,768,683	\$ 156,356	\$ 1,925,039
Housing Certificates Programs	\$ -0-	\$ -0-	\$ -0-
Total Restricted Reserves	\$ 3,246,282	\$ 156,356	\$ 3,402,638
Unrestricted Reserves			
Housing Choice Vouchers	\$ 11,112,238	\$ 999,561	\$ 12,111,799*
Public Housing & Cap. Funds	\$ 1,716,904	\$ 301,357	\$ 2,018,261*
State & Local Programs	\$ 195,168	\$ (21,185)	\$ 173,983*
Housing Certificates Programs	\$ -0-	\$ (13,399)	\$ (13,399)*
Total Unrestricted Reserves	\$ 13,024,310	\$ 1,266,334	\$ 14,290,644*

*Reserve levels do not include unfunded pension & opeb liability of roughly \$13 million.
 As a reminder, almost all reserves are restricted for use within each program. The designation of restricted or unrestricted reserves merely indicates that the funds are obligated for special use within the program (restricted) or that they can be used for any purpose tied to the program (unrestricted). The only reserves that can be used freely are unrestricted reserves within the State and Local Programs that are not tied to the tax credit properties. These reserves can be used to support any of HACCC’s programs.

FUNDS OVERVIEW:
Housing Choice Vouchers

Program Summary - The HCV program provides assistance to families in the private rental market. HACCC qualifies families for the program based on income. These families find a home in the private rental market and HACCC provides them with a subsidy via a HAP contract with the property owner. HAP is paid by HACCC directly to the owner. Through its HCV program, HACCC is authorized to provide affordable housing assistance to a maximum of 9,280 families. However, due to funding constraints utilization is currently at 7,993.

Summary of Difference Between Budgeted and Annual Estimate:

Revenue – The \$687,916 revenue differences is a result of increased funding in HAP payments in the amount of \$605,344 and \$82,582 increase in administrative fees.

Expenditures- The expenditure net differences was a result of reduced costs in the amount of \$143,661. The total reduced cost related to operations was \$749,005 which was offset by the increased HAP payments in the amount of \$605,344. The primary cost savings was result of under staffing in labor and benefits of \$584,462 and reduce operating costs of \$164,543.

Housing Choice Vouchers	Annual Budget	1st Quarter Actual 6/30/2021 (Unaudited)	Remaining FY Estimate	Annual Total	Variance
Revenue	\$ 181,696,744	\$ 46,112,102	\$ 136,272,558	\$ 182,384,660	\$ 687,916
Expenditures	\$ 180,694,480	\$ 45,029,959	\$ 135,520,860	\$ 180,550,819	\$ (143,661)
	\$ 1,002,264	\$ 1,082,143	\$ 751,698	\$ 1,833,841	

Analysis of Program Reserves:

Housing Choice Vouchers	Beginning Balance 4/1/2021 (Unaudited)	1st Quarter Actual 6/30/2021 (Unaudited)	Reserve Balance period ending 6/30/2021 (Unaudited)
Net Invested in Capital Assets	\$ 1,469,492	\$ 82,582	\$ 1,552,074
Restricted Reserves	\$ -0-	\$ -0-	\$ -0-
Unrestricted Reserves	\$ 11,112,238	\$ 999,561	\$ 12,111,799
Total Reserves	\$ 12,581,730	\$ 1,080,143	\$ 13,663,873

Public Housing Operating and Capital Funds

Program Summary - HACCC owns and manages 983 public housing units at 13 different sites throughout the County. The Agency disposed of roughly 196 units on 3 sites in the N. Richmond area. The Operating funds for all properties come from tenant rents as well as an operating subsidy received from HUD that is designed to cover the gap between rents collected from the low-income tenants and annual operating expenses. HUD allocates the Capital Fund annually via formula to approximately 3,200 housing authorities. Capital Fund grants may be used for development, financing, modernization, and management improvements within public housing.

Summary of Difference Between Budgeted and Annual Estimate:

Revenue – The \$59,013 increased revenue is a result of operating subsidy received during this funding period.

Expenditures - The \$188,610 expenditure difference is a result of under staffing in labor and benefits of \$172,322 and reduced protective services of \$16,288.

Public Housing Operating and Capital Fund	Annual Budget	1st Quarter Actual 6/30/2021 (Unaudited)	Remaining FY Estimate	Annual Total	Variance
Revenue	\$ 13,924,080	\$ 3,540,033	\$ 10,443,060	\$ 13,983,093	\$ 59,013
Expenditures	\$ 12,397,592	\$ 2,910,788	\$ 9,298,194	\$ 12,208,982	\$ (188,610)
	\$ 1,526,488	\$ 629,245	\$ 1,144,866	\$ 1,774,111	

Analysis of Program Reserves:

Public Housing & Capital Fund	Beginning Balance 4/1/2021 (Unaudited)	1st Quarter Actual 6/30/2021 (Unaudited)	Reserve Balance period ending 6/30/21 (Unaudited)

Net Invested in Capital Assets	\$ 7,546,665	\$ 327,888	\$ 7,874,553
Restricted Reserves	\$ -0-	\$ -0-	\$ -0-
Unrestricted Reserves	\$ 1,716,904	\$ 301,357	\$ 2,018,261
Total Reserves	\$ 9,263,569	\$ 629,245	\$ 9,892,814

State and Local Programs

Program Summary - HACCC administers a variety of programs and activities that are either not funded by HUD or that involve non-restricted HUD funds. Currently, HACCC is the managing general partner for two tax credit projects (DeAnza Gardens & Casa Del Rio). HACCC receives management fees for administering the Public Housing and HCV programs under HUD's asset-management model. In addition, the State and Local Program manages the employee pension and OPEB benefit program.

Summary of Difference between Budgeted and Annual Year-End Estimate:

Revenue –The \$51,973 increase revenue is a result of \$37,918 in the tax credit properties and \$14,055 miscellaneous management fee revenues.

Expenditures - The \$195,113 expenditure reductions were a result of \$72,861 in under staffing in labor and benefits, \$60,076 in operational savings, and \$62,176 in reduced operational in the tax credit properties.

State & Local Programs	Annual Budget	1st Quarter Actual 6/30/2021 (Unaudited)	Remaining FY Estimate	Annual Total	Variance
Revenue	\$ 7,018,676	\$ 1,806,642	\$ 5,264,007	\$ 7,070,649	\$ 51,973
Expenditures	\$ 7,060,388	\$ 1,569,984	\$ 5,295,291	\$ 6,865,275	\$ (195,113)
	\$ (41,712)	\$ 236,658	\$ (31,284)	\$ 205,374	

Analysis of Reserves:

State & Local Programs	Beginning Balance 4/1/2021 Unaudited	1st Quarter Actual 6/30/2021 (Unaudited)	Reserve Balance Period ending 6/30/2021 (Unaudited)
Net Invested in Capital Assets	\$ 9,522,770	\$ 101,487	\$ 9,624,257
Restricted Reserves	\$ 1,768,683	\$ 156,356	\$ 1,925,039
Unrestricted Reserves	\$ 195,168	\$ (21,185)	\$ 173,983
Total Reserves	\$ 11,486,621	\$ 236,658	\$ 11,723,279

Housing Certificate Programs

Program Summary - HACCC administers a Housing Certificate Program tied to the Continuum of Care Program (formerly known as Shelter Plus Care). The Continuum of Care Program provides rental assistance for hard-to-serve homeless persons with disabilities in connection with supportive services funded from sources outside the program. HACCC assists approximately 327 clients under this program.

Summary of Difference Between Budgeted and Annual Year-End Estimate:

Revenue- The \$78,538 revenue difference is an increase HAP funding of \$48,561 and an increase of \$29,977 in administrative funding.

Expenditures- The -\$60,876 expenditure difference is a result of \$48,561 increase in HAP items and an increase of \$12,315 in tenant and social service costs..

Housing Certificate Programs	Annual Budget	1st Quarter Actual 6/30/2021 (Unaudited)	Remaining FY Estimate	Annual Total	Variance
Revenue	\$ 6,456,380	\$ 1,692,633	\$ 4,842,285	\$ 6,534,918	\$ 78,538
Expenditures	\$ 6,580,624	\$ 1,706,032	\$ 4,935,468	\$ 6,641,500	\$ 60,876
	\$ (124,244)	\$ (13,399)	\$ (93,183)	\$ (106,582)	

Analysis of Reserves:

Housing Certificate Programs	Beginning Balance 4/1/2021 Audited	1st Quarter Actual 6/30/2021 (Unaudited)	Reserve Balance period ending 6/30/2021 (Unaudited)
Restricted Reserves	\$ -0-	\$ -0-	\$ -0-
Unrestricted Reserves	\$ -0-	\$ (13,399)	\$ (13,399)

Total Reserves	\$ -0-	<u>\$ (13,399)</u>	<u>\$ (13,399)</u>
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FISCAL IMPACT

None. Information item only.

CONSEQUENCE OF NEGATIVE ACTION

None. Informational item only.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: September 14, 2021



Contra
 Costa
 County

Subject: INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2021

RECOMMENDATIONS

RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending June 30, 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: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

In summary, HACCC had \$22,973.37 in interest earnings for the quarter ending June 30, 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 June 30th, 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
\$12,938.89		\$7,397.26		\$2,637.22

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 QE 6.30.21

HOUSING AUTHORITY OF CONTRA COSTA COUNTY
INVESTMENT REPORT : PORTFOLIO HOLDINGS BY TYPE

For Period Ending: 6/30/2021

Issuer	Investment Type	Amount Invested	Yield	Investment Date	Maturity Date	Estimated Value@ Maturity Date
<u>Cantella & Company</u>						
Prime Fund Capital Reserves (Cash)	Money Market	49,255.56	0.01%	ongoing	ongoing	49,255.56
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	130,000.00	0.350%	1/20/21	1/20/26	132,276.25
State Bank of India	Certificate of Deposit	105,000.00	1.000%	4/27/21	4/27/26	110,252.88
GRAND TOTALS		2,900,255.56				3,215,970.42

L.A.I.F. (Acct # 25-07-003)	Liquid Account	107,530.14	0.33%	ongoing	ongoing	107,530.14
De Anza Gardens, LP	Loan	1,000,000.00	3.00%			1,000,000.00
GRAND TOTALS		4,007,785.70				4,323,500.56

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

INVESTMENT REPORT BY FUND

For Period Ending 6/30/2021

Issuer	Amount Invested	Amount Invested by Fund:				
		Public Housing	Management	Central Office	Housing Choice Voucher	Rental Rehabilitation
<u>Cantella & Company</u>						
Prime Fund Capital Reserves (Cash)	49,255.56	29,812.29	19,443.29			
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	157,126.40	2,873.60			
State Bank of India	140,000.00		140,000.00			
Texas Exchange Bank	105,000.00		105,000.00			
J P Morgan Chase Bank	130,000.00	130,000.00				
State Bank of India	105,000.00	105,000.00				
GRAND TOTALS	2,900,255.56	2,359,938.69	540,316.89	-	-	-

L.A.I.F. (Acct # 25-07-003)	107,530.14	-	-	-		107,530.14
De Anza Gardens, LP	1,000,000.00				1,000,000.00	
GRAND TOTALS	4,007,785.70	2,359,938.69	540,316.89	-	1,000,000.00	107,530.14

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Report per CGC 53646 CURRENT MARKET VALUE

For Period Ending 6/30/2021

Issuer	Investment Type	Maturity Date	Amount Invested	Current Market Value (at 6/30/21)	Yield
<u>Cantella & Company</u>					
Prime Fund Capital Reserves (Cash)	Money Market	ongoing	49,255.56	49,255.56	0.01%
Discover Bank	Certificate of Deposit	1/11/2022	105,000.00	106,225.35	2.25%
Federal Farm Credit Bank	Govt Agency	2/03/2022	105,000.00	106,176.00	2.03%
Everbank	Certificate of Deposit	4/28/2022	247,000.00	251,282.98	2.15%
Capital One , NA	Certificate of Deposit	5/10/2022	100,000.00	101,935.00	2.30%
Capital One , NA	Certificate of Deposit	5/10/2022	110,000.00	112,128.50	2.30%
Goldman Sachs	Certificate of Deposit	6/07/2022	149,000.00	152,255.65	2.40%
Capital One Bank, USA	Certificate of Deposit	9/20/2022	220,000.00	225,737.60	2.25%
Barclays Bank Delaware	Certificate of Deposit	9/27/2022	247,000.00	253,535.62	2.25%
Discover Bank	Certificate of Deposit	12/28/2022	140,000.00	145,023.20	2.55%
Morgan Stanley Bank	Certificate of Deposit	1/11/2023	150,000.00	155,698.50	2.65%
Sally Mae Bank	Certificate of Deposit	2/08/2023	173,000.00	179,876.75	2.65%
Citi Bank NA	Certificate of Deposit	5/04/2023	100,000.00	105,352.00	3.10%
Goldman Sacs	Certificate of Deposit	7/25/2023	100,000.00	106,332.00	3.30%
Commenty Capital Bank	Certificate of Deposit	8/14/2023	120,000.00	127,657.20	3.25%
Citi Bank NA	Certificate of Deposit	2/15/2024	145,000.00	155,321.10	3.00%
Morgan Stanley Private Bank	Certificate of Deposit	7/25/2024	160,000.00	169,174.40	2.20%
State Bank of India	Certificate of Deposit	5/28/2025	140,000.00	143,540.60	1.10%
Texas Exchange Bank	Certificate of Deposit	6/19/2025	105,000.00	105,052.50	1.00%
J P Morgan Chase Bank	Certificate of Deposit	1/20/2026	130,000.00	129,017.20	0.35%
State Bank of India	Certificate of Deposit	4/27/2026	105,000.00	105,979.65	1.00%
			2,900,255.56	2,986,557.36	
L.A.I.F. (Acct # 25-07-003)	Liquid Account	ongoing	107,530.14	107,530.14	0.33%
De Anza Gardens, LP	Loan		1,000,000.00	1,000,000.00	3.00%
GRAND TOTALS			4,007,785.70	4,094,087.50	

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Investment Interest Earnings Report

For Period Ending 6/30/2021

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
<u>Cantella & Company</u>							
Prime Fund Capital Reserves (Cash)	49,255.56	1.21	0.73	0.48	-	-	-
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	852.36	15.59	-	-	-
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	130,000.00	112.19	112.19	-	-	-	-
State Bank of India	105,000.00	184.11	184.11	-	-	-	-
-	2,900,255.56	15,488.39	12,938.89	2,549.50	-	-	-

L.A.I.F. (Acct # 25-07-003)	107,530.14					87.72	
De Anza Gardens, LP	1,000,000.00	7,397.26					7,397.26
GRAND TOTALS	4,007,785.70	22,973.37	12,938.89	2,549.50	-	87.72	7,397.26



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: September 14, 2021

Subject: ANNUAL REVIEW AND APPROVAL OF INVESTMENT POLICY

RECOMMENDATIONS

ADOPT Resolution No. 5238 to invest HUD and non-HUD funds according to the Housing Authority of the County of Contra Costa's Investment Policy.

BACKGROUND

California Government Code (CGC) Section 53646(a)(2)] requires staff to annually prepare and submit a statement of investment policy, and any changes thereto, to the Board of Commissioners for consideration at a public meeting.

HACCC's Investment Policy was developed following guidelines set forth both by the State and the U.S. Department of Housing and Urban Development (HUD). In general, the State's approach to investing public funds is outlined in CGC Section 53600.5, which reads as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

Action of Board On: **09/14/2021** 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: September 14, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

BACKGROUND (CONTD)

The majority of HACCC's funds are federal moneys received from HUD. When investing these moneys HACCC must follow both the broad guidelines listed above as required by the State and HUD's more specific requirements set forth in HUD PIH Notice 2002-13. It authorizes housing authorities to invest HUD funds in the following:

- United States Treasury Bills, Notes and Bonds;
- Obligations issued by Agencies or Instrumentalities of the U.S. Government;
- State or Municipal Depository Funds, such as the Local Agency Investment Fund (LAIF) or pooled cash investment funds managed by County treasurers;
- Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by federal securities;
- Insured Money Market Deposit Accounts;
- Insured SUPER NOW accounts, provided that deposits in excess of the insured amount must be 100% collateralized by federal securities;
- Negotiable Certificates of Deposit issued by federally or state chartered banks or associations, limited to no more than 30% of surplus funds;
- Repurchase/Reverse Repurchase Agreements of any securities authorized by this section; securities purchased under purchase agreements shall be no less than 102% of market value;
- Sweep Accounts that are 100% collateralized by federal securities;
- Shares of beneficial interest issued by diversified management companies investing in the securities and obligations authorized by this Section (Money Market Mutual Funds);
- Funds must carry the highest rating of at least two national rating agencies and are limited to not more than 20% of surplus funds;
- Funds held under the terms of a Trust Indenture or other contract or agreement including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts; and
- Any other investment security authorized under the provisions of HUD Notice PIH 02-13.

Any non-HUD moneys controlled by HACCC may be invested in the following instruments permitted by the State (CGC Section 53601 et. seq.):

- Bonds issued by the local entity with a maximum maturity of five years;
- United States Treasury Bills, Notes and Bonds;
- Registered state warrants or treasury notes or bonds issued by the State of California;
- Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurer, other local agencies or Joint Powers Agencies;
- Obligations issued by Agencies or Instrumentalities of the U.S. Government;
- Bankers Acceptances with a term not to exceed 270 days, limited to 40% of surplus funds; no more than 30% of surplus funds can be invested in Bankers Acceptances of any single commercial bank;
- Prime Commercial Paper with a term not to exceed 180 days and the highest ranking issued by Moody's Investors Service or Standard & Poor's Corp., limited to 15% of surplus funds; provided that if the average total maturity of all commercial papers does not exceed 31 days up to 30% of surplus funds can be invested in commercial papers.
- Negotiable Certificates of Deposit issued by federally or state chartered banks or associations, limited to not more than 30% of surplus funds;
- Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section, securities purchased under these agreements shall be no less than 102% of market value.
- Securities purchased under reverse repurchase agreements shall be for temporary and unanticipated cash flow needs only.
- Medium term notes (not to exceed two years) of U.S. corporations rated "AAA" or better by Moody's or Standard & Poor's limited to not more than 30% of surplus funds;

- Shares of beneficial interest issued by diversified management companies investing in the securities and obligations authorized by this Section (Money Market Mutual Funds), limited to not more than 15% of surplus funds;
- Funds held under the terms of a Trust Indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements;
- Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations;
- Any mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment least-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond of a maximum maturity of five years, securities in this category must be rated AA or better by a national rating service and are limited to not more than 30% of surplus funds;
- Any other investment security authorized under the provisions of California Government Code Sections 5922 and 53601.

HACCC takes a conservative approach to investing. In the past, the majority of HACCC's available funds (over 50%) have been placed in the Local Agency Investment Fund (LAIF), an investment alternative for California's local governments and special districts that is under the oversight of the State Treasurer. Investments in LAIF are highly liquid, as deposits can be converted to cash within twenty-four hours without loss of interest or principal. Under Federal Law, the State of California cannot declare bankruptcy, thereby providing some assurance that the investments are secure. HACCC's remaining investments are in certificates of deposit, money market accounts and government securities.

As a result of HUD's recapture of the Section 8 housing assistance payment reserves from every housing authority, the percentage of HACCC's invested funds held by LAIF has decreased to 2.70%.

In order to monitor HACCC's compliance with the Investment Policy, staff provide the Board of Commissioners with quarterly reports showing HACCC's investments and any recent activity or changes in those investments as required by CGC Section 53646(b). Compliance with the Investment Policy is also reviewed during HACCC's independent audit. HACCC has had no findings or comments regarding its investment activity.

Staff's recommendation is to maintain HACCC's current policy (see attachment). The attached policy was originally approved by the Board in 2007.

FISCAL IMPACT

This policy requires the Housing Authority of the County of Contra Costa (HACCC) to take a prudent approach to investing and that HACCC will not make any speculative investments, considering the probable safety of the capital as well as the probable income to be derived. The primary objectives of HACCC's investment activities, in order of priority, are safety; liquidity; return on investment.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to adopt Resolution No. 5238 approving the Investment Policy for the Housing Authority of the County of Contra Costa, HACCC would not be in compliance with HUD regulations and California Government Code.

ATTACHMENTS

Investment Policy RES 5238

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

RESOLUTION NO. 5238

RESOLUTION APPROVING THE INVESTMENT POLICY OF THE AUTHORITY

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of the Public Housing Authorities; and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern, California Government Code (Government Code) Section 53600.6; and

WHEREAS; the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of HUD's Public and Indian Housing Notice 02-13 and Government Code Section 53601; and

WHEREAS, the Executive Director of the Housing Authority of the County of Contra Costa (HACCC) shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Board of Commissioners of the Housing Authority at a public meeting [Government Code Section 53646 (a)(2)];

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of Contra Costa that it shall be the policy of the HACCC to invest funds in a manner which will provide the maximum safety, liquidity and reasonable investment return while meeting the daily cash flow demands of the HACCC and conforming to all statutes governing the investment of HACCC funds.

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