

HOUSING AUTHORITY of the COUNTY OF CONTRA COSTA

CALENDAR FOR THE BOARD OF COMMISSIONERS

BOARD CHAMBERS ROOM 107, COUNTY ADMINISTRATION BUILDING
651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229

CANDACE ANDERSEN, CHAIR
MARY N. PIEPHO, VICE CHAIR
JOHN GIOIA
KAREN MITCHOFF
FEDERAL D. GLOVER
FAY NATHANIEL
JANNEL GEORGE-ODEN

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

Persons who wish to address the Board during Public Comment or with respect to an item that is on the agenda will be limited to three (3) minutes. The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.
Your patience is appreciated.

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

Staff reports related to open session items on the agenda are also accessible on line at
www.co.contra-costa.ca.us.

ANNOTATED AGENDA & MINUTES January 12, 2016

1:30 P.M. Convene and call to order.

CONSIDER CONSENT ITEMS: (Item listed as C.1 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.

There were no items removed for discussion.

- D. 2 RATIFY the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective December 11, 2015.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Mary N. Piepho	AYE
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Fay Nathaniel	ABSENT
Commissioner Aqueela Bowie	ABSENT

D. 3 PUBLIC COMMENT (3 Minutes/Speaker)

There were no requests to speak.

Closed Session Agenda

A. CONFERENCE WITH LABOR NEGOTIATORS (Govt. Code Section 54957.6(a))

1. Agency Negotiators: Fran Buchanan and Shaunesy Behrens
Employee Organizations: Public Employees Union, Local No. 1

2. Agency Negotiators: Fran Buchanan and Joseph Villarreal
Unrepresented Employees: All unrepresented agency management employees and all other unrepresented agency employees

ADJOURN

Adjourned to Closed Session at 1:45 p.m. Adjourned the meeting at 2:05 p.m.

CONSENT ITEMS:

- C. 1 RATIFY the Housing Authority's (HACCC) submission of a Juvenile Reentry Assistance Program (JRAP) grant application to the U.S. Department of Housing and Urban Development (HUD); and

RATIFY HACCC's Executive Director's execution of the Memorandum of Understanding (MOU) between HACCC and the Contra Costa County Public Defender's (CCCPD) office to provide services under the grant to reentry youth up to 24 years old which will support their successful transition to the community by reducing barriers to public housing, employment and/or educational opportunities, as recommended by the HACCC Executive Director.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Mary N. Piepho	AYE
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Fay Nathaniel	ABSENT
Commissioner Aqueela Bowie	ABSENT

GENERAL INFORMATION

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

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

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

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

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

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

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

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

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: January 12, 2016



Contra
Costa
County

Subject: Housing Choice Voucher Payment Standards Effective December 11, 2015

RECOMMENDATIONS

RATIFY the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective December 11, 2015.

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 FMR 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.

The level at which the payment standards are set directly affects the amount of subsidy a family will receive, and the amount of rent paid by program participants. If the payment standard amount is too low:

- Families may need to pay more for rent than they can afford; or
- Families may have a hard time finding acceptable units or units in more desirable areas; or
- Housing choices will be narrowed and the HA's efforts to affirmatively further fair housing will be undermined.

Action of Board On: 01/12/2016 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
 Candace Andersen,
 Commissioner
 Mary N. Piepho,
 Commissioner
 Karen Mitchoff,
 Commissioner
 Federal D. Glover,
 Commissioner

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: January 12, 2016

Joseph Villarreal, Executive Director

ABSENT: Fay Nathaniel,
 Commissioner
 Aqueela Bowie,
 Commissioner

By: June McHuen, Deputy

Contact: 925-957-8028

cc:

BACKGROUND (CONTD)

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If the payment standards amounts are too high, owners may be encouraged to ask for higher than reasonable rents.

As approved by the Board on May 12, 2015 and September 15, 2015, HACCC's payment standards are currently set at 95% of FMR for all areas of the County except for Danville, El Cerrito, Lafayette, Pleasant Hill, San Ramon and Walnut Creek. Payment standards are set at 110% of the FMRs for these cities in order to minimize future loss of vouchers there and also in an effort to minimize voucher concentration in other parts of the County.

As discussed at the Board's September meeting, the FMRs for Alameda and Contra Costa Counties declined for the current federal fiscal year despite significant price increases in the rental market. HACCC and other housing agencies in the two counties have been working with HUD staff on ways to address this disparity. While HUD has determined that the new FMRs cannot be changed at this time due to statutory notice and review requirements, on December 11, 2015, HUD authorized HACCC to implement Exception Payment Standards of up to 125% of the new FMRs as an interim step to address the disparity between the market rents and the HUD published FMRs. HACCC and the other housing agencies in the two counties have funded a rent study that is designed to meet the statutory requirements to update the final FMR amounts for this federal fiscal year. Staff will update the Board on the results of that study and HUD's response to it.

The existing FMRs and payment standards (PS) are shown below.

Bedrooms	0	1	2	3	4	5	6	7
Existing FMR/Month	\$1,039	\$1,260	\$1,585	\$2,213	\$2,716	\$3,123	\$3,531	\$3,938
95% PS	\$987	\$1,197	\$1,506	\$2,102	\$2,580	\$2,967	\$3,354	\$3,741
110% PS	\$ 1,142	\$ 1,386	\$ 1,743	\$ 2,434	\$ 2,987	\$ 3,435	\$ 3,883	\$ 4,331

HUD publishes fair market rents annually. The federal fiscal year 2016 FMRs for HACCC's jurisdiction were published effective December 11, 2015 with slight modifications from the amounts originally proposed by HUD. As expected, they decreased from the previous FMRs. The final FMRs, along with the percent decline for each, are shown below.

Bedrooms	0	1	2	3	4	5	6	7
FMR/Month	\$1,037	\$1,249	\$1,580	\$2,202	\$2,455	\$2,823	\$3,192	\$3,560
Change	-0.19%	-0.87%	-0.32%	-0.50%	-9.6%	-9.6%	-9.6%	-9.6%

The proposed payment standards below implement the HUD-approved 125% exception for every city and area in HACCC's jurisdiction with the exception of the East County cities of Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen and Oakley. Payment standards will be set at 125% of the FMRs for every City outside of East County in order to minimize future loss of vouchers in those areas and also in an effort to minimize voucher concentration in East County. The East County payment standards will remain at their existing values.

Bedrooms	0	1	2	3	4	5	6	7
East County	\$987	\$1,197	\$1,506	\$2,102	\$2,580	\$2,967	\$3,354	\$3,741
125% PS	\$1,296	\$1,561	\$1,975	\$2,752	\$3,068	\$3,528	\$3,990	\$4,450

To minimize the number of cases that will have to be re-adjusted, the new 125% exception payment standards will only apply to new contracts processed with effective dates of December 11, 2015 or later. For all other annual certifications, the new exception payment standards will apply on March 1, 2016.

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 ratify the proposed exception payment standards, or others that are in a range approved by HUD, then HACCC will not be in compliance with HUD regulations and could be subject to financial sanctions or other penalties.

CLERK'S ADDENDUM

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: January 12, 2016



**Contra
Costa
County**

Subject: Juvenile Reentry Assistance Program Application and Memorandum OF Understanding

RECOMMENDATIONS

RATIFY the Housing Authority's (HACCC) submission of a Juvenile Reentry Assistance Program (JRAP) grant application to the U.S. Department of Housing and Urban Development (HUD); and

RATIFY HACCC's Executive Director's execution of the Memorandum of Understanding (MOU) between HACCC and the Contra Costa County Public Defender's (CCCPD) office to provide services under the grant to reentry youth up to 24 years old which will support their successful transition to the community by reducing barriers to public housing, employment and/or educational opportunities, as recommended by the HACCC Executive Director.

BACKGROUND

Criminal records, both juvenile and adult, have a significant impact on an individual's ability to obtain academic degrees, find work, and secure affordable housing. Barriers to housing, education, employment, health care, and insurance are chief among the tangible consequences. A criminal offense on one's record keeps an individual from fully realizing his or her potential.

Juvenile reentry strategies too often do not include legal services, and the legal aid community often lacks resources to independently address expungement and collateral consequences. In response, HUD and the U.S. Department of Justice (DOJ) are joining forces through the JRAP program to expand the opportunities of: 1) current public housing resident youth up to 24 years old who have a criminal record and/or 2) former household members (who are youth up to 24 years old) of current public housing residents who, but for their criminal record, would be living in public housing.

Action of Board On: **01/12/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
Candace Andersen,
Commissioner

Mary N. Piepho,
Commissioner

Karen Mitchoff,
Commissioner

Federal D. Glover,
Commissioner

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: January 12, 2016

Joseph Villarreal, Executive Director

ABSENT: Fay Nathaniel,
Commissioner
Aqueela Bowie,
Commissioner

By: June McHuen, Deputy

Contact: 925-957-8028

cc:

BACKGROUND (CONTD)

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HUD and the DOJ will award approximately \$1.75 million in grants of up to \$100,000 each to support successful transitions into communities around the country by youth with criminal or juvenile records. HUD expects to make approximately 18 awards nationally under this grant. If HACCC's application is successful, its primary responsibilities will be grant oversight and conducting outreach to public housing residents to identify eligible individuals. CCCPD's primary responsibilities will be to work with eligible individuals to expunge/seal/correct their juvenile and criminal records. All services must be in accord with state law and services will not be made available to those with criminal records for making methamphetamine on public housing property, with criminal records of sex offenders on the lifetime sex offender registry and for those with criminal records where the crime was domestic violence or a Part I Violent Crime. HUD estimates that the grants will become effective on April 1, 2016 and will end on September 30, 2017.

HACCC and the Public Defender's office were first made aware of this grant opportunity on December 3, 2015, by the Legal Services Corporation (LSC) and decided to pursue the grant about one week later. LSC is an independent nonprofit established by Congress in 1974 to provide financial support for civil legal aid to low-income Americans. Because the application deadline of January 4, 2016 was prior to an available Board meeting, HACCC submitted the grant application with the understanding that if the Board did not approve, the application would be withdrawn. Also, since HUD required an existing partnership as a condition of eligibility, HACCC and CCCPD signed an MOU to provide services under this grant. The MOU is not effective if the grant is not awarded. The MOU is attached to this Board Order.

FISCAL IMPACT

Funding for this program is provided by HUD and will not exceed \$100,000. Of this amount, \$93,000 will go to CCCPD to fund direct legal services and \$7,000 will go to HACCC to fund outreach.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners not ratify the submission of the JRAP application and the attached MOU, staff will withdraw the existing application.

CLERK'S ADDENDUM

ATTACHMENTS

JRAP MOU

**Memorandum of Understanding between Housing Authority of Contra Costa County and
Contra Costa County Public Defender's Office**

December 31, 2015

I. Parties

This Memorandum of Understanding (MOU) is entered into between the Housing Authority of the County of Contra Costa (HACCC) and the Contra Costa County Public Defender's Office (CCCPD), described individually "party" and collectively "parties."

II. Purpose of MOU

The U.S. Department of Housing and Urban Development (HUD) has advised that funding may be available for purposes of funding a Juvenile Re-entry Assistance Program (JRAP) to support successful transition to the community by reducing barriers to public housing, employment and/or educational opportunities. The purpose of this MOU is to describe the JRAP services that will be provided by the HACCC and the CCCPD with funds provided by HUD for that purpose. It is understood that certain of the tasks described in this MOU may require further action by the governing bodies of the HACCC and Contra Costa County at the time grant funds are made available to the parties.

III. Roles and Responsibilities

The parties' roles and responsibilities may include the following, to be performed as determined by each party in its sole discretion.

HACCC Responsibilities:

- a. Endeavor to identify former household members (who are youth up to 24 years old) of current HACCC residents who, but for their juvenile or criminal records, would be living in public housing and refer those youth to the CCCPD for legal services.
- b. Following receipt of HUD JRAP funding, send notices to residents of HACCC regarding the JRAP program which informs them of the potential for record sealing or expungement and advises them that these legal services can be provided by the CCCPD.
- c. Distribute to residents collateral consequences information compiled by the Public Defender's Office.

- d. Provide CCCPD access to meeting rooms at HACCC so that they may conduct outreach and education on site to identify residents eligible for JRAP.
- e. Provide CCCPD space within the HACCC offices to conduct private legal consultations to eligible youth.
- f. Meet regularly with Public Defender staff to discuss program progress.
- g. Compile data for JRAP from information provided by the Public Defender's Office.

CCCPD obligations:

- a. Designate appropriate personnel to the program, including an attorney and a non-lawyer advocate to provide JRAP services, including legal advice and consultation, as well as administrative and outreach support.
- b. Conduct on-site legal consultations at the HACCC with housing residents who have notified the HACCC that they wish to participate in the program because they have one or more family members that fall into the category of youth up to 24 years old who have a juvenile or criminal record.
- c. Provide information about the JRAP program to former juvenile clients of the CCCPD who may be ineligible for public housing because of their juvenile and/or adult records.
- d. Research available legal remedies for said clients and advise residents of ways to mitigate other collateral consequences of their criminal conviction(s) or juvenile adjudication(s).
- e. Draft and file petitions for juvenile or criminal case sealing, petitions for expungement, certificates of rehabilitation, and other motions to have prior records reduced or sealed.
- f. Litigate petitions and other motions in court on behalf of JRAP clients.
- g. Compile collateral consequences information and create checklist for housing residents and youth who may be eligible for expungement, sealing and certificates of rehabilitation.
- h. Conduct outreach and education events on site and in community forums to educate current, former and future housing residents on:
 - 1) Expungements, sealings, and certificates of rehabilitation
 - 2) Education law and school discipline policies
 - 3) Access to social services such as housing benefits
- i. Maintain client files and confidential data on individuals who sought assistance from the Public Defender's Office under JRAP.
- j. Track data collection and report to HUD on the program and its performance.
- k. Conduct trainings for HACCC staff to support cross-agency knowledge building and increase collective capacity.
- l. Provide advice and assistance to eligible clients on legal issues that arise from the juvenile justice or criminal justice system, which may include dealing with fines, fees and similar financial obligations, readmission to school and college applications, employment issues, California's Traffic Amnesty program and driver's license reinstatement.

IV. Term

Term: The term of this MOU is December 31, 2015 to December 31, 2017 and is contingent on the receipt of JRAP funding from HUD.

V. Communications

Designated staff from the HACCC and the CCCPD will regularly participate in meetings to assess program implementation progress, ensure effective collaboration among our respective staff, provide feedback, and make any needed adjustments.

VI. Other Terms

- a. **Indemnification:** Each of the Parties shall indemnify and hold harmless the other Party and its officers, agents and employees from all liabilities and claims, causes of action, costs, losses, attorneys' fees, damages or expenses of any kind which arise or are alleged to arise from the negligent or willful acts of the indemnifying Party, its officers, agents and employees, contractor and independent contractors.
- b. **No Third Party Beneficiaries:** Nothing contained in this MOU is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.
- c. **Remedies:** The sole remedy for violation of this MOU shall be the specific performance of this MOU. HACCC and CCCPD waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. Neither party shall have liability for damages to the other or to any other person or entity resulting from any violation of this MOU.
- d. **Confidentiality:** Both Parties agree 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 MOU, their records, or services provided them.
- e. **Record Retention:** By signing this MOU, both MOU Partners agree to retain all records pertinent to this MOU agreement for a period of five years after the grant program end-date or for a longer period of time if required by the County.
- f. **Nondiscrimination:** There shall be no discrimination against any persons on account of race, color, national origin, ancestry, marital status, physical or mental disability, familial status, immigration status, source of income, religious or political affiliation, sexual orientation, gender identity, or medical condition.

g. **Severability:** In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this MOU.


h. **Affiliation of Agencies:** Nothing contained in this MOU shall be construed to make either of the Parties a partner, employee, or agent of the other, nor shall the Parties to this MOU have any authority to bind the other in any respect, it being intended that each shall remain an independent agency.

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

3133 Estudillo Street, Martinez, CA
94553

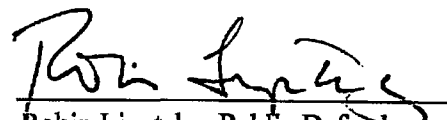
**CONTRA COSTA COUNTY PUBLIC DEFENDER'S
OFFICE**

800 Ferry Street, Martinez CA 94553



Joseph Villarreal, Executive Director
Housing Authority of the County of Contra Costa

12-30-15
Date:



Robin Lipetzky, Public Defender
Office of the Public Defender
Contra Costa County

12/30/15
Date: