HOUSING AUTHORITY of the
COUNTY OF CONTRA COSTA

CALENDAR FOR THE BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

SPECIAL MEETING
ANNOTATED AGENDA & MINUTES
August 6, 2019
*****Please note time change*****

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

CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.4 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.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Diane Burgis	ABSENT

Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Jannel George-Oden	ABSENT

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

No items removed from consent.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Diane Burgis	ABSENT
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Jannel George-Oden	ABSENT

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 ACCEPT report on the status of the voluntary transfer of the Richmond Housing Authority's housing choice voucher and project-based voucher programs to the Housing Authority of the County of Contra Costa.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Diane Burgis	ABSENT
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Jannel George-Oden	ABSENT

ADJOURN

Meeting adjourned at 1:37 p.m.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Diane Burgis	ABSENT
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE
Commissioner Jannel George-Oden	ABSENT

CONSENT ITEMS:

C.1 RECEIVE the Housing Authority of the County of Contra Costa’s investment report for the quarter ending June 30, 2019.

C.2 APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve month contract with the City of Pittsburg to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period beginning June 1, 2019 and ending May 31, 2020 in an amount not to exceed $158,000.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE

C.3 APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve-month contract with the Contra Costa County Sheriff's Department to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period beginning June 1, 2019 and ending May 31, 2020 in an amount not to exceed $250,000.00.

C.4 ACCEPT report on staff's award of 81 project-based vouchers to Casa Del Rio Senior apartments located at 615 W. 7th Street in Antioch, CA.

Commissioner John Gioia	AYE
Commissioner Candace Andersen	AYE
Commissioner Karen Mitchoff	AYE
Commissioner Federal D. Glover	AYE

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.

Contra Costa County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: August 6, 2019

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

RECOMMENDATIONS

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

BACKGROUND

The transfer occurred on July 1, 2019 and went fairly smoothly. RHA transferred approximately 1,670 active voucher files and HACCC staff have begun going through them one-by-one in order to bring them into compliance with HUD standards. This process is expected to take one and a half to two years. This process is expected to have a significant impact on the actual funding levels of the program. Thus, the rental subsidy that RHA was receiving from HUD may differ from what HACCC receives in the future. At this point it is hard to say if that number will increase or decrease.

Apart from those issues, HACCC, RHA, the City of Richmond and HUD San Francisco are working to try preserve RHA's public, and other affordable housing by using PBVs administered by HACCC. To this end, HACCC and RHA submitted a series of waiver requests to HUD Washington. This request is attached. HUD Washington has not yet replied to these waiver requests. Staff will update the Board once a response is received.

Action of Board On: **08/06/2019** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

ABSENT: Diane Burgis, Commissioner
Jannel George-Oden, 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: August 6, 2019

Joseph Villarreal, Executive Director

By: Jami Napier , Deputy

Contact: 9259578028

cc:

FISCAL IMPACT

The transfer of the Richmond Housing Authority's (RHA) Voucher programs has increased the Housing Authority of the County of Contra Costa's (HACCC) current contract with HUD from 7,097 vouchers to 9,101 vouchers. The final numbers are still to be determined based on HACCC's file updates, but it is anticipated that HACCC's voucher budget for FYE 2020 will increase from $117 million to between $142 million and $150 million.

CONSEQUENCE OF NEGATIVE ACTION

None. Information item only.

ATTACHMENTS

Joint Waiver Request-RHA and HACCC

June 29, 2019

Gerard Windt, Director
Office of Public and Indian Housing
1 Sansome Street, Suite 1200
San Francisco, CA 94104

RE: RHA to HACCC Transfer of HCV Program

Dear Mr. Windt:

This letter is being submitted on behalf of the Housing Authority of the County of Contra Costa (HACCC) and the Richmond Housing Authority (RHA). As you are aware, RHA's Housing Choice Voucher Program will be transferring to HACCC effective July 1, 2019. As such, HACCC will be responsible for administering RHA's PBV program. The purpose of this letter is to bring certain matters regarding RHA's PBV program to HUD's attention. Richmond, Contra Costa County and the greater Bay Area are facing an unprecedented housing crisis.

Our markets are among the least affordable in the country. Housing availability is extremely scarce, particularly for low-income persons and families, and homelessness is rising at alarming rates. It is important that we preserve as many of RHA's PBV deals as possible. Ideally, all of RHA's commitments can be honored. To ensure this, HACCC is seeking waivers/regulatory clarifications from HUD and will likely need to access set-aside funding in the near future. The purpose of the waiver and funding requests contained in this letter, are to ensure that RHA's existing and proposed PBV commitments can be maintained without negatively impacting HACCC's future affordable housing initiatives, and/or creating the risk of a funding shortfall for HACCC in the next few years.

HACCC, RHA's new Executive Director and HUD's TA provider, CVR Associates, Inc. (CVR), jointly reviewed RHA's complete portfolio of existing, pending and planned PBV units. RHA's PBV program is comprised of completed projects, new construction projects that are underway, new construction and rehab projects that have commitment letters, but have not yet signed an AHAP and planned commitments to five upcoming public housing conversions. RHA's current PBV commitments are as follows:

Site	PBV Units	Commitment Level	Commitment Date	Subject to Unit CAP?	% of RHA 400 Unit PBV Cap	PBV Units not Subject to Cap
Trinity	65	HAP	12/15/2008	Yes	16.3%	
Carquinez Apartments	34	HAP	1/10/2009	Yes	24.8%	
Lillie Mae Jones	20	HAP	3/1/2011	Yes	29.8%	
Richmond City Center Apts	16	HAP	12/1/2013	Yes	33.8%	
Friendship Manor – RAD	58[1]	HAP	1/1/2016	No		56
Triangle Court – RAD	98	HAP	1/1/2016	No		153
Richmond Village I and II[2]	68[3]	HAP	9/24/2004	Yes	50.8%	
Miraflores	79	HAP	6/29/2018	Yes	70.1%	
Monterey Pines	50	HAP	8/31/2018	No	83.0%	
Terraces (Nevin 21, 23)	162	AHAP	12/17/2018	Yes	123.5%	
Legacy – Eden/CHDC	25	Award Letter	4/8/2015	Yes	129.8%	
Chesley Housing - Eden/CHDC	8	Award Letter	12/9/16	Yes	131.8%	
Hacienda – Former Public Housing	150	Negotiating Rights Agreement	9/26/2017	No		301

Assuming all RHA commitments go under HAP, RHA's total PBV commitments will be as follows:

RHA Voucher ACC/20% Cap	2,004/400
Total PBVs Awarded or committed	830
Total exempt from Cap	301

[1] There is a small variance in the number of PBVs shown for Friendship Manor and Triangle Court between HUD and RHA's consultants. The higher numbers were used here. The lowest numbers show 56 PBV units at Friendship Manor and 97 at Triangle Court.

[2] Richmond Village is a three phase HOPE VI site. There are PBV units in Phases I and II. There are also ACC units at the site which may be converted to PBV pursuant to the RAD program or Section 18.

[3] The HAP Contract indicates the award was for 50 units, but other RHA records indicate that there are 68 PBV units at the site.

Total Subject to Cap	529
Units over Cap if all Commitments are Honored and No Waivers are Granted	129

During the review of current RHA PBV commitments and future needs, the following key observations were made:

- For the existing PBV HAP and AHAP Contracts, while some evidence exists that RHA followed HUD's PBV award requirements, the project file documentation is insufficient to verify that RHA fully complied with the owner proposal selection procedures contained in 24 CFR 983.51, the site selection standards contained in 24 CFR 983.57, and/or other requirements for a valid PBV award. These sites include Trinity, Carquinez Apartments, Richmond City Center Apartments, Richmond Village, Miraflores, Monterrey Pines, and the Terraces, plus pending commitments to Legacy and Chesley Housing.
- All of the sites appear to adhere to the per-project PBV caps in place at the time of the award.
- RHA's voucher ACC is 2,004 units. RHA's PBV cap is 400 vouchers.
- RHA has 485 PBV units under HAP Contracts. Of these, 153 are RAD units exempt from RHA's 400-unit cap. Based on existing PBV HAP Contracts, RHA is 68 units under HUD's 20% of ACC cap for PBVs.
- RHA executed an AHAP for the 162-unit Terraces project on December 17, 2018. Terraces is not exempt from HUD's cap. Therefore, with this AHAP, RHA's total PBV commitments exceed their cap by 94 units. Terraces is currently under construction and is scheduled for completion on March 31, 2020. Amending, or rescinding Terraces' PBV award would jeopardize this much-needed project. HACCC has room under its 20% PBV cap to sign the HAP. However, HACCC is projected to be in shortfall after RHA's voucher program transfers to it on July 1, 2019. Should HACCC still be in shortfall in 2020 when Terraces is slated to lease up, it will be necessary for HACCC to receive additional shortfall funds or to pursue set-aside funds in order to honor RHA's AHAP commitment to Terraces.
- RHA issued award letters for 33 PBVs to Legacy (25) and Chesley (8) in 2015 and 2016 respectively. Both projects still need this funding in order to proceed. An AHAP has not been executed for either project. HACCC has room under its 20% PBV cap to sign AHAPs and HAPs for these projects. However, as with Terraces, HACCC's current shortfall status may limit its ability to honor RHA's award letters and execute HAP contracts for these projects in the near future. Exact timing for these projects has not been ascertained, but Chesley would probably need funding in 1-2 years and Legacy in 2-3 years.
- RHA's final PBV commitment is for 150 vouchers to Hacienda, a former 150-unit public housing property. RHA's Board approved an exclusive negotiating agreement with a developer on September 26, 2017. An AHAP has not yet been executed for this project. Hacienda was briefly a RAD project and RHA received 148 TPVs to relocate families

living at Hacienda when it was closed. Hacienda is exempt from RHA's 20% PBV cap pursuant to HOTMA. As with Terraces, Legacy and Chesley, HACCC's pending shortfall status may hinder its ability to enter into a HAP for this project in the near future. At this point, it is likely that HACCC will have to pursue set-aside funds for this commitment in 2021 or 2022.

- RHA plans to re-position the remainder of its public housing to PBV via Section 18, per the table below. The remaining units appear to comply with the HOTMA cap exemptions for RHA, but after the transfer it is unclear if the cap exemptions would apply to HACCC. This will depend upon HUD's interpretation of the PHA-owned definitions. Since the remaining sites will be repositioned under Section 18, the award of additional Tenant Protection Vouchers is anticipated.

Site	**Planned Conversion Type**	**Units**
Richmond Village I	RAD	70
Richmond Village II	RAD	61
Richmond Village III	Section 18	36
Nevin	Section 18	142
Nystrom	Section 18	100
Total Units		**409**

Assuming Nevin and Nystrom proceed as planned, RHA's total PBV commitments will be as follows:

RHA Voucher ACC/20% Cap	2,004/400
Total PBVs Awarded or committed	1,070
Total exempt from Cap	543
Total Subject to Cap	529
Units over Cap if all Commitments are Honored and No Waivers are Granted	129

In order to preserve valuable affordable housing for the City of Richmond, ensure HACCC can continue to utilize PBVs for other important housing initiatives throughout its jurisdiction, and to protect HACCC from being financially liable for any potential errors made in the award of PBV to any of the affected projects, several waivers are being requested.

HACCC requests that HUD waive the owner proposal selection procedures contained in 24 CFR 983.51, the site selection standards contained in 24 CFR 983.57, and any other applicable rules and regulations related to the award process and all subsequent steps including, but not limited to, HAP Contract execution, initial HQS inspections, and resident selections. An estoppel waiver is being requested to ensure that any error or omission in the PBV process, for any site, that

occurred prior to July 1, 2019, does not result in a retroactive determination of an invalid PBV award and subsequent repayment of subsidies. This waiver would apply to the following sites: Trinity, Carquinez Apartments, Richmond City Center Apartments, Richmond Village, Miraflores, Monterrey Pines, and the Terraces, plus pending commitments to Legacy and Chesley Housing. There is evidence that proper processes were followed, but the information is incomplete so we cannot confirm the full compliance for any of the listed properties. The purpose of this waiver would be to ensure that these sites can remain as affordable housing assisted with PBVs, even if subsequent to the program transfer, instances of non-compliance are found pertaining to the award of the PBV assistance.

HACCC requests a waiver to 24 CFR 986.6, as amended by HOTMA, to allow up to 129 units of PBV to be exempt from HACCC's 20% cap. This represents the maximum number of PBV commitments made by RHA that would exceed their cap if the program was not being transferred. The purpose of this waiver is to ensure that HACCC can use the entirety of its own current authorization to issue PBVs to support affordable housing initiatives in the remainder of Contra Costa County.

HACCC is requesting a waiver to PIH Notice 2017-21, Attachment F, to ensure that current and future awards of PBV to former RHA public housing are considered exempt from HACCC's PBV cap. We believe that these units are not subject to the cap, but since the owner of the public housing (RHA) and the administrator of the PBV (HACCC) will not be the same agency, we are seeking assurance that this provision still applies.

HACCC is requesting a waiver to PIH Notice 2017-21, Attachments A and L, to allow PBV awards without competition to support the future redevelopment of Richmond Housing Authority sites. If not for the transfer of the HCV program to HACCC, the provisions of Attachments A and L would be applicable. All of the criteria for an award without competition can still be met, except that these units will not be HACCC owned. However, RHA will retain an ownership interest in all affected sites. In the absence of this waiver, in order to provide assurances to RHA that the PBV can be awarded (subject to all other requirements), it will be necessary for HACCC to be granted a direct or indirect ownership interest in the redeveloped sites. If granting these ownerships interests are not possible, the award of PBV would have to be subject to the selection requirements of 24 CFR 983.51. Without the waiver, RHA may not have assurances needed to proceed with some of its redevelopment initiatives, possibly making some of these projects infeasible. Further, in the absence of the waiver, HACCC may not be able to support all of RHA's public housing transformation efforts and will be limited in its ability to support other affordable housing projects within County.

HACCC expects to be in shortfall after the transfer of RHA's voucher program on July 1, 2019. The AHAP at the Terraces was eligible for set aside funding pursuant to PIH Notice 2019-08, Category 3 – Project Based Vouchers. The deadline for submission was May 31, 2019. HACCC is requesting that HUD waive this deadline in order to allow for the immediate submission of a request for set-aside funds.

At the writing of this letter, it also appears that RHA is in a shortfall position. The full extent of this potential concern is still being determined. There are indications that the HAP expenses for 2019 as reported in VMS may have been understated. Further, expense levels for the current calendar year have exceeded funding obligated and all HUD Held Reserves have been exhausted. Therefore, HACCC may have commitments to current RHA property owners that will exceed the additional funding provided. These circumstances could result in additional shortfalls at HACCC. Therefore, the agency requests that HUD obligate additional funds to HACCC in conjunction with the program transfer to ensure that HACCC has sufficient financial resources to meet all obligations to current RHA participating landlords.

We look forward to your favorable response to these waiver and other requests. If you have any further questions or concerns, please feel free to contact Joseph Villarreal at (925) 957-8011 or jvillarreal@contracostahousing.org or Nannette Beacham at (510) 621-1306 or nbeacham@rhaca.org.

Sincerely,

Joseph Villarreal, Executive Director
Housing Authority of the County of Contra Costa
P. O. 2759
3133 Estudillo Street
Martinez, CA 94553

Nannette Beacham, Executive Director
Housing Authority of the City of Richmond
330 24th Street
Richmond, CA 94804

Contra Costa County

To: Board of Supervisors

From: Joseph Villarreal, Housing Authority

Date: August 6, 2019

Subject: AWARD OF 81 PROJECT-BASED VOUCHERS UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM TO CASA DEL RIO SENIOR APARTMENTS

RECOMMENDATIONS

ACCEPT report on staff's award of 81 project-based vouchers to Casa Del Rio Senior apartments located at 615 W. 7th Street in Antioch, CA.

BACKGROUND

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

Action of Board On: **08/06/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
Candace Andersen, 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: August 6, 2019

Joseph Villarreal, Executive Director

By: Jami Napier, Deputy

Contact: 9259578028

cc:

BACKGROUND (CONT'D)

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

Casa Del Rio (CDR) is an HACCC-owned tax credit property that aged out of its tax credit compliance period in 2012. HACCC wishes to place PBVs at CDR in order to ensure its long-term financial stability. Because CDR is HACCC-owned, HACCC is not required to compete for the PBV assistance. Instead, HACCC must be given approval by HUD to award PBVs to CDR and any other HACCC-owned or controlled properties. HUD approved the project for PBV assistance on May 16, 2019. HACCC has entered into a housing assistance payments contract (HAP) with the ownership partnership, CDR Senior Housing Associates, L.P, of which HACCC's non-profit entity, CDR Apartments LLC, is the General Partner, for an initial term of twenty years and an extension of twenty more years to the initial term. The term and extension follows HACCC's practice for PBV contracts and is also in accord with Federal statutes and HUD regulations.

Because the project is HACCC-owned, HUD also requires that an independent entity establish rent levels and conduct Housing Quality Standards inspections for the property. HACCC entered into an agreement with the Pittsburg Housing Authority in June 2019 to act as the independent entity for CDR.

All tenants of PBV units must be screened for eligibility under the HCV program by HACCC and must come from HACCC’s PBV site-based wait list for the property. The PBV site-based wait list is open to all families on HACCC’s HCV wait list. The property owner will then select tenants for occupancy of a particular unit after conducting additional suitability screening consistent with their tenant screening and eligibility policies for that property. Tenants in PBV units will sign an initial lease with a one year term. After one year, a PBV tenant has the ability to move from the PBV unit by using regular tenant-based HCV assistance, subject to availability. If a PBV property does not continuously lease up all of its PBV units or if the property fails to meet HUD’s Housing Quality Standards for health and safety, then the PBV units awarded to that property can be rescinded.

Because CDR is an occupied property that did not require any rehabilitation or construction work, tenants living there at the time of HUD's application approval are able to continue living in their unit under the PBV program. The vast majority of these tenants will see a significant decrease in their rent burden. As the current group of tenants moves out of their units in the future, vacancies will be filled from the PBV site-based wait list for CDR.

To date, HACCC has awarded 660 PBVs in previous funding competitions plus an additional 107 RAD PBVs.

FISCAL IMPACT

Approximately $108,570,955 of funding will be provided to this project over a forty year span. All funding will be provided as part of HACCC's annual budget from the U. S. Department of Housing and Urban Development (HUD).

CONSEQUENCE OF NEGATIVE ACTION

None. Informational item only.

Contra Costa County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: August 6, 2019

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 Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve month contract with the City of Pittsburg to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period beginning June 1, 2019 and ending May 31, 2020 in an amount not to exceed $158,000.

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 $158,000. 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: **08/06/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

AYE: John Gioia, Commissioner
Candace Andersen, 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: August 6, 2019

Joseph Villarreal, Executive Director

By: Jami Napier, Deputy

Contact: 9259578028

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

City of Pittsburg PD Contract

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 June,1, 2019 and it terminates on May 31, 2020 unless sooner terminated as provided herein.

4. **Payment Limit**. HACCC's total payments to Contractor under this Contract shall not exceed $ 158,000.00 .

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).

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Health and Safety Code Section 34310, et seq. and the U.S. Department of Housing and Urban Development, Title 2 Code of Federal Regulations 200.

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

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)

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.

HACCC
Form 4400 L
Revised 7/31/09

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 located in Pittsburg, California.

   b. Require the officer to work forty (40) hours a week. The work days and work times will be determined by HACCC staff, under the supervision of a 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 unlawful acts at the HACCC El Pueblo Housing Development.

   d. Attend all court and/or administrative hearings, as requested by HACCC staff . If the hearing is set on a date or a time that the officer is not scheduled to work, HACCC must give prior written approval before the officer's schedule is adjusted.

   e. Notify 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 or time that the officer is not scheduled to work, HACCC must give prior written approval before the officer's scheduled is adjusted.

   e. Inform the HACCC El Pueblo Housing Development residents about crime in the community.

   f. Work with HACCC El Pueblo Housing Development residents to identify and resolve crime and disorder by developing relationships, personal interaction, and providing regular and consistent police presence on-site.

   g. Use resources within the Pittsburg Police to maximize enforcement strategies directed specifically against the use and sale of illegal drugs in the 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 crime in HACCC El Pueblo Housing Development;

l. Prepare and provide HACCC with a final year-end report that contains statistical and analytical information about whether reported crime has increased or decreased in the HACCC El Pueblo Housing Development.

m. Reassign personnel rejected by HACCC within thirty (30) days receipt of written notice from HACCC.. 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.

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 be based on actual costs to the City of Pittsburg Police Department for the services provided under this Agreement. HACCC will pay a flat rate for one officer in an amount not to exceed $158,000.00.

b. Billing and Payment: Contractor will submit to 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 4 (Payment Limit) above. Payment shall be based on services actually rendered.

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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, it 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.

Initials:
Contractor HACCC.

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 Contractors 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 Contractors 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.

Initials:
Contractor HACCC

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 Contactor'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

Initials:
Contractor HACCC

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 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 thus 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 untended 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

Initials:
Contractor HACCC

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

Initials:
Contractor HACCC

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 untended third-party beneficiaries of the obligations assumed by either parry to this Contract.

Initials:
Contractor HACCC

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 Contractors 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 Contractors 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)

Initials:
Contractor HACCC

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.

Initials:
Contractor HACCC

Contra Costa County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: August 6, 2019

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 Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve-month contract with the Contra Costa County Sheriff's Department to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period beginning June 1, 2019 and ending May 31, 2020 in an amount not to exceed $250,000.00.

BACKGROUND

For over twenty-five years, HACCC has contracted with the Contra Costa County Sheriff's Department to provide one full-time sheriff deputy for additional community-oriented policing duties at the Bayo Vista Housing Development. The deputies focus on deterring drug-related activities, eliminating violent crimes, and working closely with 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 $250,000. 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: **08/06/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

ATTESTED: August 6, 2019

Joseph Villarreal, Executive Director

Contact: 9259578028

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

CCC Sheriff 19-20 Contract

HACCC INTERAGENCY AGREEMENT

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 Sheriffs Department
Capacity: Public Agency
Address: 651 Pine Street 7th Floor
Martinez CA, 94553

3. **Term**. The effective date of this Contract is July 1, 2019 and it terminates on June 30, 2020 unless sooner terminated as provided herein.

4. **Payment Limit**. HACCC's total payments to Contractor under this Contract shall not exceed $250,000.00

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

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Health and Safety Code Sections 34311 and 34314.

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

THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

BOARD OF COMMISSIONERS (contracts over $100k) By: Joseph Villarreal Executive Director	ATTEST: Clerk of Board of COMMISSIONERS By:

CONTRACTOR

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)

Name of business entity _____	Name of business entity _____
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)

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

AKNOWLEDGMENT (byCorporation, 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 Developments.

D. Attend all court and/or administrative hearings regarding individuals at the Bayo Vista Housing Developments. 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 Developments and provide HACCC management staff with police reports.

F. Attend all Bayo Vista Housing Developments 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 Developments residents about crime in the community and the goals of policing through personal conversations and interaction.

H. Work with Bayo Vista Housing Developments 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 Developments.

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 Developments;

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 Developments.

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.

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Initials:

Contractor HACCC.

HACCC
Form 4400 S
Revised 7/31/09

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, it 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.

Initials:
Contractor HACCC.

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 Contactor'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 Contractors 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 Contractors 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 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.

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 thus 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 untended 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 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 untended third-party beneficiaries of the obligations assumed by either parry 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 Contractors 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 Contractors 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: August 6, 2019

Subject: INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2019

RECOMMENDATIONS

RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending June 30, 2019.

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.

In summary, HACCC had $27,535.18 in interest earnings for the quarter ending June 30th, 2019. 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

Action of Board On: **08/06/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

ATTESTED: August 6, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

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, 2019 is shown below. A more detailed report is attached.

BACKGROUND (CONT'D)

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
$12,581.21		$7,397.26	$4,900.52	$2,656.19

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 Q6.30.19

HOUSING AUTHORITY OF CONTRA COSTA COUNTY
INVESTMENT REPORT : PORTFOLIO HOLDINGS BY TYPE
For Period Ending: 6/30/2019

Issuer	Investment Type	Amount Invested	Yield	Investment Date	Maturity Date	Estimated Value@ Maturity Date
Cantella & Company						
Prime Fund Capital Reserves (Cash)	Money Market	46,822.62	1.48%	ongoing	ongoing	46,822.62
Farmer Mac	Govt Agency	100,000.00	1.92%	3/17/16	1/07/21	109,242.30
HSBC Bank USA	Certificate of Deposit	100,000.00	1.70%	6/10/16	6/10/21	108,504.66
State Bank of India	Certificate of Deposit	115,000.00	1.60%	10/27/16	10/27/21	124,205.04
Discover Bank	Certificate of Deposit	105,000.00	2.25%	1/11/17	1/11/22	116,818.97
Federal Farm Credit Bank	Govt Agency	105,000.00	2.03%	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
Medallion Bank Utah	Certificate of Deposit	105,000.00	2.150%	6/30/17	7/05/22	116,324.61
J P Morgan Chase	Certificate of Deposit	110,000.00	2.200%	6/30/17	6/30/22	122,106.63
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
Fannie Mae	Govt Agency	150,000.00	2.000%	11/16/17	10/25/22	164,827.40
Stearns Bank	Certificate of Deposit	100,000.00	2.150%	12/01/17	12/01/22	110,755.89
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
HSBC Bank USA	Certificate of Deposit	100,000.00	3.400%	9/28/18	9/28/23	117,009.32
Citi Bank NA	Certificate of Deposit	145,000.00	3.000%	2/15/19	2/15/24	166,761.92
State Bank of India	Certificate of Deposit	130,000.00	3.150%	2/27/19	2/27/24	150,486.22
GRAND TOTALS		**3,267,822.62**				**3,658,894.04**

L.A.I.F. (Acct # 25-07-003)	Liquid Account	104,755.66	2.57%	ongoing	ongoing	104,755.66
De Anza Gardens, LP	Loan	1,000,000.00	3.00%			1,000,000.00
GRAND TOTALS		**4,372,578.28**				**4,763,649.70**

HOUSING AUTHORITY OF CONTRA COSTA COUNTY
INVESTMENT REPORT BY FUND
For Period Ending 6/30/2019

Issuer	Amount Invested	Amount Invested by Fund: Public Housing	Management	Central Office	Housing Choice Voucher	Rental Rehabilitation
Cantella & Company						
Prime Fund Capital Reserves (Cash)	46,822.62	12,219.90	26,371.90	8,230.82		
Farmer Mac	100,000.00	100,000.00				
HSBC Bank USA	100,000.00	100,000.00				
State Bank of India	115,000.00			115,000.00		
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				
Medallion Bank Utah	105,000.00	105,000.00				
J P Morgan Chase	110,000.00			110,000.00		
Capital One Bank, USA	220,000.00	220,000.00				
Barclays Bank Delaware	247,000.00	247,000.00				
Fannie Mae	150,000.00	150,000.00				
Stearns Bank	100,000.00	100,000.00				
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		
HSBC Bank USA	100,000.00			100,000.00		
Citi Bank NA	145,000.00	145,000.00	-			
State Bank of India	130,000.00	130,000.00				
GRAND TOTALS	**3,267,822.62**	**2,200,219.90**	**299,371.90**	**768,230.82**	-	-

L.A.I.F. (Acct # 25-07-003)	104,755.66	-	-	-		104,755.66
De Anza Gardens, LP	1,000,000.00				1,000,000.00	
GRAND TOTALS	**4,372,578.28**	**2,200,219.90**	**299,371.90**	**768,230.82**	**1,000,000.00**	**104,755.66**

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Report per CGC 53646 CURRENT MARKET VALUE

For Period Ending 6/30/2019

Issuer	Investment Type	Maturity Date	Amount Invested	Current Market Value (at 6/30/19)	Yield
Cantella & Company					
Prime Fund Capital Reserves (Cash)	Money Market	ongoing	46,822.62	46,822.62	1.48%
Farmer Mac	Govt Agency	1/07/2021	100,000.00	99,548.00	1.92%
HSBC Bank USA	Certificate of Deposit	6/10/2021	100,000.00	98,855.00	1.70%
State Bank of India	Certificate of Deposit	10/27/2021	115,000.00	112,990.95	1.60%
Discover Bank	Certificate of Deposit	1/11/2022	105,000.00	105,038.85	2.25%
Federal Farm Credit Bank	Govt Agency	2/03/2022	105,000.00	105,594.30	2.03%
Everbank	Certificate of Deposit	4/28/2022	247,000.00	248,305.93	2.15%
Capital One , NA	Certificate of Deposit	5/10/2022	100,000.00	100,216.00	2.30%
Capital One , NA	Certificate of Deposit	5/10/2022	110,000.00	110,048.60	2.30%
Goldman Sachs	Certificate of Deposit	6/07/2022	149,000.00	149,597.49	2.40%
Medallion Bank Utah	Certificate of Deposit	7/05/2022	105,000.00	104,639.85	2.15%
J P Morgan Chase	Certificate of Deposit	6/30/2022	110,000.00	109,800.90	2.20%
Capital One Bank, USA	Certificate of Deposit	9/20/2022	220,000.00	219,463.20	2.25%
Barclays Bank Delaware	Certificate of Deposit	9/27/2022	247,000.00	246,350.39	2.25%
Fannie Mae	Govt Agency	10/25/2022	150,000.00	151,050.00	2.00%
Stearns Bank	Certificate of Deposit	12/01/2022	100,000.00	99,228.00	2.15%
Discover Bank	Certificate of Deposit	12/28/2022	140,000.00	140,672.00	2.55%
Morgan Stanley Bank	Certificate of Deposit	1/11/2023	150,000.00	151,174.50	2.65%
Sally Mae Bank	Certificate of Deposit	2/08/2023	173,000.00	174,249.06	2.65%
Citi Bank NA	Certificate of Deposit	5/04/2023	100,000.00	102,167.00	3.10%
Goldman Sacs	Certificate of Deposit	7/25/2023	100,000.00	102,852.00	3.30%
Commenty Capital Bank	Certificate of Deposit	8/14/2023	120,000.00	123,220.80	3.25%
HSBC Bank USA	Certificate of Deposit	9/28/2023	100,000.00	101,509.00	3.40%
Citi Bank NA	Certificate of Deposit	2/15/2024	145,000.00	147,386.70	3.00%
State Bank of India	Certificate of Deposit	2/27/2024	130,000.00	130,180.70	3.15%
			3,267,822.62	**3,280,961.84**	
L.A.I.F. (Acct # 25-07-003)	Liquid Account	ongoing	104,755.66	104,755.66	2.57%
De Anza Gardens, LP	Loan		1,000,000.00	1,000,000.00	3.00%
GRAND TOTALS			**4,372,578.28**	**4,385,717.50**	

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Investment Interest Earnings Report

For Period Ending 6/30/2019

150189	Amount Invested	Interest Earned this Qtr	Interest Earned this Quarter by Fund: Public Housing Unrestricted	Management Unrestricted	Central Unrestricted	Rental Rehab Unrestricted	Housing Voucher Unrestricted
Cantella & Company							
Prime Fund Capital Reserves (Cash)	46,822.62	170.87	44.58	96.24	30.04	-	-
Farmer Mac	100,000.00	473.42	473.42	-	-	-	-
HSBC Bank USA	100,000.00	419.18	419.18	-	-	-	-
State Bank of India	115,000.00	453.70	-	-	453.70	-	-
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	-	-	-	-
Medallion Bank Utah	105,000.00	556.64	556.64	-	-	-	-
J P Morgan Chase	110,000.00	596.71	-	-	596.71	-	-
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	-	-	-	-
Fannie Mae	150,000.00	739.73	739.73	-	-	-	-
Stearns Bank	100,000.00	530.14	530.14	-	-	-	-
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	-	-
HSBC Bank USA	100,000.00	838.36	-	-	838.36	-	-
Citi Bank NA	145,000.00	1,072.60	1,072.60	-	-	-	-
State Bank of India	130,000.00	1,009.73	1,009.73	-	-	-	-
-	**3,267,822.62**	**19,472.78**	**12,581.21**	**1,991.04**	**4,900.52**	**-**	**-**
L.A.I.F. (Acct # 25-07-003)	104,755.66					665.15	
De Anza Gardens, LP	1,000,000.00	7,397.26					7,397.26
GRAND TOTALS	**4,372,578.28**	**27,535.18**	**12,581.21**	**1,991.04**	**4,900.52**	**665.15**	**7,397.26**